



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda September 13, 2011 – 6:00 p.m. Wylie Municipal Complex – Council Chambers 300 Country Club Road, Building #100

Eric Hogue..... Mayor
M. G. “Red” Byboth Mayor Pro Tem
David Goss Place 1
Kathy Spillyards Place 3
Bennie Jones Place 4
Rick White Place 5
Diane Culver Place 6

Mindy Manson..... City Manager
Richard Abernathy City Attorney
Carole Ehrlich City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATION

- **Proclamation Emergency Preparedness Month**

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the August 23, 2011 Regular Meeting and the Minutes of the Special Called Work Session on August 30, 2011 of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, authorizing the City Manager to execute an Encroachment on Easement agreement with Atmos Energy Corporation to install, construct, reconstruct, operate, repair, replace, relocate, remove and/or maintain paved parking, driveways and related facilities within an Atmos easement located in Community Park. (M. Sferra, Public Services Director)**
- C. Consider, and act upon, proposals for employee group health insurance, including major medical, dental, term life, accidental death/dismemberment, long term disability and prescription drug coverage. (L. Fagerstrom, HR Manager)**

RECESS CITY COUNCIL

CALL TO ORDER**PARKS & RECREATION FACILITIES DEVELOPMENT CORPORATION**

- 1. Consider, and act upon, approval of the Minutes from the September 14, 2010 Special Called Meeting of the Wylie Parks and Recreation Facilities Development Corporation (4B). (C. Ehrlich, City Secretary)**
- 2. Consider, and act upon, approval of the FY 2011-2012 4B Budget and authorize expenditures for the FY 2011-2012 Community Services Facilities Capital Improvement Plan. (L. Bantz, Finance Director)**

ADJOURN

RECONVENE INTO OPEN SESSION OF THE WYLIE CITY COUNCIL

REGULAR AGENDA

General Business

- 1. Consider, and act upon, approving the property tax increase reflected in the budget.**
(L. Bantz, Finance Director)

Executive Summary

The tax rate needed to fund the FY 2011-2012 budget is \$0.89890 per \$100 of assessed valuation. Although this is the same tax rate as in FY 2010-2011, there will be a small increase in tax revenue the City receives due to new property that was added to the tax roll and a slight increase in the total property assessed valuation. Section 26.05 of the Texas Property Tax Code requires the governing body to hold a separate vote to ratify this property tax increase that is reflected in the budget.

- 2. Consider, and act upon, Ordinance No. 2011-18 adopting a budget and appropriating resources for Fiscal Year 2011-2012, beginning October 1, 2011, and ending September 30, 2012.** *(L. Bantz, Finance Director)*

Executive Summary

The tax rate being proposed for Fiscal Year 2011-2012 is \$0.8989 per \$100 of assessed valuation.

- 3. Consider, and act upon, Ordinance No. 2011-19 fixing the tax rate/levy for Tax Year 2011 and Budget Year FY 2011-2012 at \$0.89890 per \$100 of assessed valuation.** *(L. Bantz, Finance Director)*

Executive Summary

The tax rate needed to fund the FY 2011-2012 budget is \$0.89890 per \$100 of assessed valuation. The tax rate is broken down with \$0.600153 being used for operations and maintenance and \$0.298747 being used to fund the General Debt Service Fund. This tax ordinance will generate levies of \$13,417,600 for the General Fund and \$6,679,076 for the I & S Fund. The adopted Fiscal Year 2011-2012 budget requires the support of this ordinance for funding.

- 4. Consider, and act upon, the acceptance of the resignation of Brandi LaFleur, Board Member for the Parks and Recreation Board and the appointment of a new member to the Parks and Recreation Board for the unexpired term of July 2011 to July 2013.**
(Robert Diaz, Parks & Recreation Supervisor)

Executive Summary

Staff is requesting the appointment of a new Parks and Recreation Board member to replace Brandi LaFleur, who is resigning due to work obligations.

- 5. Consider, and act upon, the acceptance of the resignation of Thomas Gaudreau, Board Member for the Public Art Advisory Board and the appointment of a new member for the unexpired term of July 2011 to July 2013.** *(C. Ehrlich, City Secretary)*

Executive Summary

Thomas Gaudreau has faithfully served as a member of the Public Arts Advisory Board since July of 2009. He has recently taken a school district administrator job out of state and is no longer able to serve.

6. **Consider, and act upon, the acceptance of the resignation of Polly Harrison, Board Member for the Public Arts Advisory Board and the appointment of a new member for the unexpired term of July 2010 to July 2012.** *(C. Ehrlich, City Secretary)*

Executive Summary

Polly Harrison has served faithfully as a member of the Public Arts Advisory Board since its inception in July of 2006. Polly has recently relocated out of the City limits. Staff is requesting council to accept the resignation of Polly Harrison and appoint a new member for her unexpired term of July 2010 to July 2012.

7. **Consider, and act upon, awarding a construction contract in the amount of \$286,043.00 to Texas Dirt Contractors for the Sanitary Sewer Retrofit Project - Holiday Terrace and Rush Creek Subdivisions.** *(M. Sferra, Public Services Director)*

Executive Summary

Funds were approved in the FY10-11 Sanitary Sewer Repair and Replacement fund for the replacement of a deteriorated line in the Holiday Terrace subdivision and an undersized line in the Rush Creek subdivision.

8. **Consider, and act upon authorizing the City Manager to execute a construction contract in the amount of \$343,121.00 to Musco Sports Lighting, LLC for the installation of sports lighting as part of the 2011 Community Park Improvements Project.** *(M. Sferra, Public Services Director)*

Executive Summary

As part of the improvements to Community Park, athletic field lighting for baseball will be installed. The sports lighting components are provided by Musco Sports Lighting, LLC, an industry leader in this type of equipment. All equipment including installation costs are available through Buy Board, and therefore they have already been subject to the competitive bidding process. The City already has existing Musco sports lighting at the developed part of Founders Park, and it has proven to be extremely reliable and trouble free for the past ten years. Additional Musco lighting was installed with the recent improvements at Founders Park.

9. **Consider and act upon approval Ordinance No. 2011-20 amending Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule.** *(C. Holsted, City Engineer)*

Executive Summary

On December 14, 2010 Council held a work session to discuss the water and sewer rate study prepared by McLain Decision Support Systems. The study incorporates the water and sewer capital improvements plan (CIP), outstanding debt service, the proposed wholesale water rate increases from the North Texas Municipal Water District, the transfer to the general fund, and the expansion of the Public Works Service Center. The report was updated in June, 2011 based on information contained in the Indirect Cost Study which identified personnel expenses attributable to the utility fund.

EXECUTIVE SESSION

Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:

§§ 551.087 – Economic Development Negotiations

- **Deliberate regarding commercial or financial information that the City has received from PMRG and to deliberate the offer of incentives to PMRG.**
- **Deliberate regarding commercial or financial information that the City has received from B&B and to deliberate the offer of incentives to B&B.**
- **Deliberate regarding commercial or financial information that the City has received from Clark Street and to deliberate the offer of incentives to Clark Street.**

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 9th day of September, 2011 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

Wylie City Council Meeting
Tuesday, August 23, 2011 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. City Council members present included: Mayor Pro Tem Red Byboth, Councilwoman Kathy Spillyards, Councilwoman Diane Culver, Councilman David Goss, Councilman Rick White, and Councilman Bennie Jones.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Fire Chief, Randy Corbin; Police Chief, John Duscio; Finance Director, Linda Bantz; Public Services Director, Mike Sferra; Library Director, Rachel Orozco; City Engineer, Chris Holsted; Wylie Economic Development Director, Sam Satterwhite; Building Official, Mike McAnnally; Planning Director, Renae' Ollie; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Fire Chief Corbin gave the Invocation and Councilwoman Culver led the Pledge of Allegiance.

PRESENTATION

- **Proclamation 9/11: Ten Year Anniversary Recognition.**

Mayor Hogue, Fire Chief Corbin and public safety staff read a proclamation in memory of 9/11. Fire Chief Corbin asked everyone “not to forget” those that lost their lives in this tragic event and those that assisted with the recovery efforts.

- **Presentation of a certificate from the Mayor to participants of the Wylie Flyers Summer Track program who qualified for the summer 2011 Texas Amateur Athletic Federation State Track Meet.**

Mayor Hogue and Recreation Superintendent Robert Diaz presented the Wylie Flyers Summer Track team and recognized students that received medals at the regional, state, and national level.

- **Presentation to WFR of the Wylie Fire Bell by Wylie Cares.**

Wylie Cares representatives presented Chief Corbin and the WFR with an official Fire Bell donated by the organization. Fire Chief Corbin and WFR staff was present to accept the bell. Members of the Wylie Cares group which is part of the community outreach by Keller Williams Realty were: Kathy Spillyards, Lynn Grimes, and Ann Hall.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

Matthew Butschek, residing at 1755 FM 1378, addressed Council with observations regarding the re-design of FM 1378.

Dianne Lockridge, residing at 520 Highland Ridge Dr., Wylie, addressed Council thanking them and staff for the installation of the flags at the entrance of the Municipal Complex and complimenting the Police, Fire and Public Works departments for their assistance on several occasions at her home.

Former Wylie Mayor William Martin addressed Council reporting on the results of the "Elvis" Event and thanking Mayor Hogue for his participation in the auction. He noted his appreciation to City staff and especially Mindy Manson for her work on the proposed budget. He asked the Council to work together in approving the final budget for the coming year.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider, and act upon, approval of the Minutes of the August 9, 2011 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and place on file, the Monthly Revenue and Expense Report for the City of Wylie as of July 31, 2011. (L. Bantz, Finance Director)**
- C. Consider, and place on file, the City of Wylie Monthly Investment Report for July 31, 2011. (L. Bantz, Finance Director)**
- D. Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of July 31, 2011. (S. Satterwhite, Executive Director, WEDC)**
- E. Consider, and act upon, approval of a Preliminary Plat for Aaron Davis Addition, creating a single lot of record on 4.390 acres. The property is generally located south**

of Parker Road and approximately 950' west of Country Club Road. (R. Ollie, Planning Director)

- F. Consider, and act upon, approval of a Final Plat for Torres Addition, Block A, Lot 1 on one residential lot on two acres, located at 910 Hensley Lane, south of Hensley Lane and approximately 1,872 feet west of Sanden Boulevard. (R. Ollie, Planning Director)**

Council Action

A motion was made by Councilman White, seconded by Councilwoman Spillyards to approve the consent agenda as presented. A vote was taken and the motion passed 7-0.

REGULAR AGENDA

Public Hearing

- 1. Hold a Public Hearing on the fiscal year 2011-2012 Proposed Budget and provide all interested persons an opportunity to be heard, either for or against any item in the proposed budget; and set and announce the date, time and place of the meeting at which Council will vote on the final proposed budget. (L. Bantz, Finance Director)**

Public Hearing

Mayor Hogue opened the public hearing on the proposed budget for fiscal year 2011-2012 asking anyone present who wished to address Council to come forward and keep their comments to three minutes.

Cherie Wilkinson, Dianne Lockridge, Pamela Engstrom and Matthew Butschek addressed Council speaking against the 2% lump sum payment to City employees within the proposed budget.

Grace Morrison, Jerri Smith and Alicia White addressed Council speaking in favor of the 2% lump sum payment to City employees within the proposed budget.

With no one else present to address the Council, Mayor Hogue closed the public hearing.

Council Action

A motion was made by Mayor Pro Tem Byboth, seconded by Councilman White to set September 13, 2011 at 6:00 p.m. in the Wylie City Council Chambers, 300 Country Club Rd., Bldg. 100, Wylie, Texas as the date, time and place of the meeting at which the Wylie City Council will vote on the final proposed budget. A vote was taken and the motion passed 7-0.

General Business

2. **Consider and act upon, the acceptance of the resignation of Brian Parten, appointment of an alternate member to his position for the remaining term from August 15, 2011 – July 2012, and the appointment of a new alternate for the remaining term from August 15, 2011 – July 2013. (M. McAnnally, Building Official)**

Staff Comments

Building official McAnnally reported that Brian Parten had moved from the City. He recommended that David Williams, currently an alternate, be moved to a full member position to replace Mr. Parten and recommended the appointment of Bobby Heath as an alternate to take Mr. Williams unexpired position. He noted that Brian Parten was appointed to the Construction Code Board in July 2008 and has served very faithfully.

Council Action

A motion was made by Mayor Pro Tem Byboth, seconded by Councilman Jones to accept the resignation of Brian Parten and appoint David Williams (currently an alternate) to fill the unexpired term of August 15, 2011 – July 2012, and appoint Bobby Heath to replace David Williams as an alternate on the Wylie Construction Code Board for a term of August 15, 2011 to July 1, 2013. A vote was taken and the motion passed 7-0.

3. **Consider, and act upon, authorizing the Mayor to sign an amendment to Exhibit C of the Solid Waste contract between the City of Wylie and Community Waste Disposal (CWD); adding biannual Clean Up Green Up event services and increasing the residential solid waste rates by \$.15 cents per month, and amending the date for rate adjustments from September 1st to March 1st. (M. Manson, City Manager)**

Staff Comments

Assistant City Manager Butters addressed council explaining at the July 12th City Council meeting council directed staff to add services to the solid waste contract including two events per year in which our solid waste provider would collect household hazardous waste, tires, electronics, metal appliances, and conduct paper shredding at an additional cost of \$.15 per household per month. This contract amendment adds the Clean Up Green Up events and moves the date of annual rate review to March 1, 2012 so that any solid waste rate adjustments and corresponding revenue/expense impacts can be anticipated prior to budget preparation for the following budget year. Butters noted that during the March review the solid waste fee changes including the Clean Up Green Up would be considered.

Council Action

A motion was made by Councilman White, seconded by Councilwoman Culver to authorize the mayor to sign an amendment to Exhibit C of the Solid Waste contract between the City of Wylie and Community Waste Disposal (CWD); adding biannual Clean Up Green Up event services and increasing the residential solid waste rates by \$.15 cents per month, and amending the date for rate adjustments from September 1st to March 1st of each year. A vote was taken and the motion passed 7-0.

WORK SESSION

- **Presentation of Options to Hold the City of Wylie General Election pursuant to S.B. 100.**

City Secretary Ehrlich addressed Council stating that Senate Bill 100 was passed by the Texas State Legislature in 2011 to conform to the implementation of the Federal Move Act. (Military and Overseas Voter Enhancement Act). She explained that federal law now required that ballots to troops overseas be sent at least 45 days before a Federal or state election. This in turn required the Texas State Legislature to either move their primary election date back to a later date or move the candidate filing period deadline to a sooner date. Texas had concerns with moving the primary election to a later date so instead passed SB 100 which will keep the Texas Primary election date the same but change all the other dates, including moving the candidate filing deadline to an earlier date and moving a primary runoff election to a later date. Ehrlich noted moving the primary runoff date conflicts with local elections as there is only a two day window between the May 12th local election date and the May 14th beginning of early voting for the runoff elections in even numbered years.

Ehrlich gave options presented within the bill for local governments. She explained that the City could contract with either Rockwall or Collin County for full service for all three counties within the City; hold their own elections; move elections to November, or change terms to 2 or 4 year terms holding elections in odd number years only. This will allow the cost of contracting with the county to remain the same as there are no presidential or gubernatorial races in odd numbered years and the county would have the equipment available to hold local elections at the same cost.

Ehrlich reported that Rockwall County had submitted the lowest cost for the even numbered year elections (\$9,357), however they would not be able to hold it jointly with the WISD due to boundary issues. Collin County Election Administration had submitted a cost of \$25,756. To hold the election in even numbered years adding they were looking at other vendors to purchase voting machines at a lesser cost. Ehrlich noted that the cost from CCEA would go back to under \$10,000 once the machines were purchased by each voting entity. CCEA was requiring that each entity pick up the cost of the additional machines and all programming in even numbered years starting in 2012.

The cost to hold the election in-house was estimated to cost \$46,810 in the first year but could be split with WISD if the school district chose to go with the same option. Future elections under this scenario would run approximately \$15,000.

Ehrlich explained that the other options available were to move the local elections to November or conduct a Home Rule Charter election to change terms and hold elections only in odd numbered years with 2 or 4 year terms. The City currently holds 3 year terms and holds elections annually.

Direction from Council was to wait for final numbers from Collin County Elections Administration and report back to Council to make a determination between holding elections annually in May or November of each calendar year and continue with three year terms.

- **Engineering Department Overview.**

Mayor Hogue announced that due to time, the Engineering Department Overview would be presented at a later date.

- **FY 2011-12 Budget Discussion, Station 4/Quints and other related debt.**

Mayor Hogue opened the work session for the FY 2011-12 Budget discussion and Station 4/Quint and asked Council if they had any questions or comments. Councilwoman Culver asked what the current fund balance percentage was with the proposed budget. City Manager Manson explained that the current fund balance was 32% and with inclusions in the proposed FY 2011/12 budget the fund balance would be at 27%; noting this was a very healthy fund balance. Councilwoman Culver asked if the fund balance was healthy, why large purchases were being financed rather than paying for them. She noted that in her opinion the valuations for ad valorem tax and sales tax would more than likely not increase over the next few budget cycles. She voiced her concern with regard to not keeping more in the fund balance and using funds only to purchase necessary equipment. Councilwoman Culver noted that she was not in favor of giving employees any increase and only spending funds for “needs” not “wants”.

Mayor Pro Tem Byboth stated he felt the efforts to put the proposed budget together were excellent. He thanked City Manager Manson and her staff for preparing the budget. He stated that in downsizing his business he held on to some very talented and loyal employees. He stated that “something as simple as taking care of your people has turned into the eyesore of this budget; and we have to deal with this”. He explained that in business, customer satisfaction is paramount and the employees are who make this happen. He thanked Mindy and the staff for their efforts to keep employees motivated and appreciated. He stated that over the past two years employees have seen a pay reduction of 6% due to increases in health insurance. He added, the tax rate was scheduled to be \$.94 cents this year but the City staff had assisted in keeping the tax rate level at \$.8989 over the past three years due to budget reductions within individual departments. Mayor Pro Tem Byboth suggested a 2% annual salary increase in lieu of the 2% lump sum payment. Byboth noted his concern with employee turnover. He explained that conservative planning by staff had insured that the fund balance stayed healthy over the past several years.

Councilman Jones commented that statements about if the lump sum was not given that employees would leave bothered him. Jones explained that at the last meeting he was in favor of the lump sum but now felt needs should be considered over wants and was against the lump sum based on the needs for the coming year. He stated that he appreciated the employees and what they have done with less but he did not believe staff would leave if the lump sum was not approved.

Councilman White stated that after the restructure of the step plan several years ago, employees were making comparable wages to other cities in the area. He stated that now after three years of not increasing salaries within that step plan, he believed a lump sum payment for employees should be given to stay comparable to neighboring cities.

Councilwoman Spillyards stated that she would like to go on record as agreeing with Mayor Pro Tem Byboth and Councilman White in regard to an employee increase. She explained that in

the past Wylie had become a “training ground” for other cities. She stated that at some point the council needed to take steps to not become that training ground again. She noted that staff over the past three years had done more with less while still providing the same services. She explained that the small lump sum would show a positive message of appreciation to all employees.

Councilman Goss stated that employees deserve an increase; however, if the Council was going to give employees an increase, that should be given in the form of resources in people and supplies to do their job in our growing community. This approach would decrease employee workload, increasing their standards at work and quality of life. He noted that in this approach funds would not be spent by a city entity and given to an individual. That way you have funds not leaving as bonuses or leaving from the “rainy day funds”.

Mayor Hogue addressed the Council stating that what he did know is that City staff is what makes the Council’s job easier. He stated that when the voters approved the new buildings these employees were the folks that moved themselves into the new buildings. They are the people that train new people to do their jobs; these are the people that serve our citizens. He stated that he understood that the City needed a new quint but the City also needed people that can drive that quint. These employees have cut their department budgets while hiring new employees to serve in the new buildings, employees are doing more for less. Mayor Hogue explained that yes the Council was debating the 2% lump sum but the employees are giving up the sick leave buy back of more than \$100,000 in the general fund and more in the utility fund while the city is increasing insurance costs by 9% to employees. Our greatest resource is our employees. We need to continue with the recommendations proposed in this budget.

Councilwoman Culver asked why Council was not giving a tax decrease in lieu of a lump sum raise. Mayor Pro Tem Byboth asked “haven’t we done that by not raising the taxes over the past two years as forecasted with the bonds passed”? Councilwoman Spillyards stated that she would like to see the employee increase come out of the general fund balance. Councilman Jones concurred.

City Manager Manson stated that she wanted clarification regarding the targeted percentage for the fund balance. She explained that the fund balance was increased several years ago knowing that these last couple of years would have the most impact on the budget with the opening of the new buildings. She explained that the fund balance was driven by a long term forecast of what would be needed in the future. She asked if a 20-25% fund balance is not acceptable, what is. She explained that there was an estimated \$450,000 remaining balance from the current budget that was set to be put in the fund balance at the end of this year. She explained that this is how the fund balance is driven. Manson stated that City staff was the City’s best asset. At the end of the day the proposal is for \$240,000 for the lump sum; is the issue the percentage to be held in the fund balance or is it an issue of what the funding will be spent for. She asked for direction from council regarding the current financial policy and what percentage should be held in the fund balance.

Direction from Council to Manson was to research options for giving an employee increase step or lump sum through the general budget rather than the fund balance.

Council and staff will call another work session on the budget in the next two weeks.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilman Jones, seconded by Councilman White to adjourn the meeting at 10:15 p.m. A vote was taken and the motion passed 6-0 with Mayor Pro Tem Byboth absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

Minutes

Wylie City Council Special Called Meeting

Tuesday, August 30, 2011 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. City Council members present included: Councilwoman Kathy Spillyards, Councilwoman Diane Culver, Councilman Rick White, Councilman David Goss, and Councilman Bennie Jones. Mayor Pro Tem Red Byboth was absent.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Fire Chief, Randy Corbin; Police Chief, John Duscio; Finance Director, Linda Bantz; Public Services Director, Mike Sferra; Library Director, Rachel Orozco; City Engineer, Chris Holsted; Wylie Economic Development Director, Sam Satterwhite; Building Official, Mike McAnnally; Planning Director, Renae' Ollie; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Keith Spurgin of the New Hope Christian Church led the invocation and Shift Commander Brent Parker led the Pledge of Allegiance.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

Keith Spurgin of the New Hope Christian Church invited those in attendance and the Wylie City Council to the Backyard Bash to be held September 4, 2011 at the church.

Matthew Butschek, residing at 1755 FM 1378, addressed Council stating that he was pleased funding was found to fund additional items in the budget.

Geraldine Washington, residing at 621 Stoneybrook Dr., addressed Council stating that she was thankful to leaders for leading us through a very tough time.

Minutes August 30, 2011
Wylie City Council
Special Called Work Session

Warner Washington, residing at 621 Stoneybrook Dr., addressed Council thanking the wonderful leadership shown by the City and its public officials.

Mayor Hogue convened into Work Session stated that staff needed some consensus of direction from Council tonight in order to bring the budget back at the September 13, 2011 meeting for a final vote.

WORK SESSION

- **FY 2011-12 Budget Discussion**

City Manager Manson addressed Council stating that she was given direction at the last Council meeting to go back and look at the budget to see if a 2% lump sum or COLA could be met without taking the funding out of the fund balance. She reported there were funds available in the non-departmental contingency fund that could be used to fund the 2% increase. She noted that this fund is kept to take care of all departmental emergency items that come up during the budget year that are not funded through other sources. She explained that as budget projections were lowered for the employee insurance from a 15% increase to a 9% increase leaving additional funding of \$150,000 and additional funding from the slight increase in final property values over what was originally estimated, there were additional funds available to be used for the 2% lump sum or salary adjustment. Manson explained the only negative of taking it from the contingency non-departmental fund was that typically funds not used for allocations would be moved to the fund balance at the end of next year to help grow the fund balance. She also noted that if an emergency came up during the year that could not be funded through the non-departmental line item, it would be brought to Council.

Manson explained if the funding for the 2% lump sum increase was not taken from the fund balance but rather from the general fund, the fund balance would be 28% rather than 27%. She strongly suggested that the 2% lump sum be used in lieu of a suggested 2% salary increase or COLA because of the continued funding year after year. She noted that sales tax revenue is projected to be greater this year and expectations are that more commercial property tax revenue will come in the years ahead. If that is the case, raises can be discussed in future budgets.

Councilman Goss asked if a new long range forecast could be completed to adjust figures to better focus on the economic downturn and larger purchases for future years. City Manager Manson stated that it was difficult to go out 20 years as projected in the current long range plan, especially in regard to revenues. She stated that staff could certainly present Council with a shorter 3-5 year plan in the near future.

Mayor Pro Tem Byboth and Councilman White commended City Manager Manson for her conservative approach to the budgets over the past few years and the ability during that time to build the fund balance in anticipation of an economic downturn.

Councilman Goss thanked City Manager Manson for her transparency in developing and presenting this year's budget. Mayor Hogue, Mayor Pro Tem Byboth, Councilman White, and

Councilwoman Spillyards complemented staff and thanked them for their dedication and hard work.

Mayor Hogue cautioned Council members that the final proposed budget would be brought before council on September 13th for final approval. He asked council members for direction regarding changes to the budget prior to the presentation at the September 13th City Council meeting.

Direction from council was to continue inclusion of the 2% lump sum payment to employees in the 2011/2012 proposed budget allocated from the general fund.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilwoman Culver, seconded by Councilman White to adjourn the meeting at 6:50 p.m. A vote was taken and the motion passed 7-0.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: August 18, 2011

Item Number: B.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 2

Subject

Consider, and act upon, authorizing the City Manager to execute an Encroachment on Easement agreement with Atmos Energy Corporation to install, construct, reconstruct, operate, repair, replace, relocate, remove and/or maintain paved parking, driveways and related facilities within an Atmos easement located in Community Park.

Recommendation

Motion to approve authorizing the City Manager to execute an Encroachment on Easement agreement with Atmos Energy Corporation to install, construct, reconstruct, operate, repair, replace, relocate, remove and/or maintain paved parking, driveways and related facilities within an Atmos easement located in Community Park.

Discussion

Early stages of construction are in progress at Community Park. This park is bisected by an Atmos Energy Corporation easement (buried pipeline), and portions of the new, concrete, hike and bike trail will be located within the easement. Atmos will allow the City to construct the improvements within their easement upon execution of the Encroachment on Easement Agreement. The City Attorney has reviewed the proposed agreement and suggested revisions. Those revisions are acceptable to Atmos and are included in the proposed agreement.

A similar agreement was executed in 2008 to allow for construction of improvements in Founders Park within an Atmos easement.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>MS</u>	<u>08/18/2011</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

ENCROACHMENT ON EASEMENT

August 17, 2011

Re: Line D17-4/25
Community Park
Wylie, Collin County, Texas

via email to Teague Nall & Perkins

Mr. Michael Sferra, Public Services Dir.
City of Wylie
949 Hensley Lane
Wylie, TX 75098

Mr. Sferra:

The City of Wylie, a Texas Municipal Corporation, located in Collin , Dallas and Rockwall Counties (hereinafter referred to as User) has requested permission to install, construct, reconstruct, operate, repair, replace, relocate, remove and/or maintain a trail and roadway crossings and related facilities, whether City and/or franchise (the "City Infrastructure"), over the Atmos Energy Corporation, a Texas Corporation ("Atmos"), successor to ENSERCH Corporation, easement recorded in Volume 1256, Page 715, Deed Records of Collin County, Texas (the "Easement").

Atmos is agreeable to the installation, construction, reconstruction, operation, repair, replacement, relocation, removal and/or maintenance of the said crossings and related facilities, hereinafter referred to as the "Encroaching Facility", if the Encroaching Facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that Atmos holds easement rights on the property involved; therefore, User will be required to obtain whatever rights and permission, other than Atmos', which are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by Atmos under its easement.

2. USER, TO THE EXTENT ALLOWABLE BY LAW, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ATMOS, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT OR SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF,

OR BE OCCASIONED BY, THE NEGLIGENCE, MISCONDUCT OR OMISSION OF USER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR ANY OTHER PERSON ENTERING ONTO THE ENCROACHING FACILITY OR MAY ARISE OUT OF OR BE OCCASIONED BY THE USE OF THE ENCROACHING FACILITY, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM ANY NEGLIGENCE OF ATMOS, ITS OFFICERS, AGENTS, OR EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH ATMOS AND USER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS LAW. NOTHING CONTAINED HEREIN SHALL EVER BE CONSTRUED SO AS TO REQUIRE USER TO ASSESS, LEVY AND COLLECT ANY TAX TO FUND ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER ENTITY OR THIRD PARTY.

3. Except as authorized herein, it is expressly understood and agreed that if the Encroaching Facility has Atmos facilities located thereon, User shall not place upon the Encroaching Facility, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, unless approved in writing by Atmos.

4. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.

5. Atmos will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facility. It is further agreed that Atmos shall not be liable for any damage to the Encroaching Facility herein agreed to, as a result of Atmos' use pursuant to its Easement, provided such damage could not be reasonably foreseeable. Any Atmos property damaged or destroyed by User or its agents shall be repaired or replaced by Atmos at User's expense, provided such expense is reasonable and necessary, and payment is due within thirty (30) days of User's receipt of an invoice from Atmos.

6. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after User receives written notification from Atmos of such default, Atmos may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon User's express, written abandonment of the Encroaching Facility.

If the foregoing terms and conditions are acceptable to The City of Wylie, please have the original and a copy of this letter agreement signed and returned to me at: 5420 LBJ Frwy, 17th Floor, Dallas, TX 75240, within 30 days for final approval by Atmos. This letter agreement shall be effective only after final approval by Atmos.

Sincerely,

David Cromer, Sr. Representative

---signature page to follow---

ACCEPTED: The City of Wylie

APPROVED: Atmos Energy Corporation

By: _____
Mindy Manson

By: _____
Jeffrey S. Knights

Title: City Manager

Title: Vice President

Date: _____

Date: _____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeffrey S. Knights**, Vice President of Atmos Energy Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____ A.D., 2011.

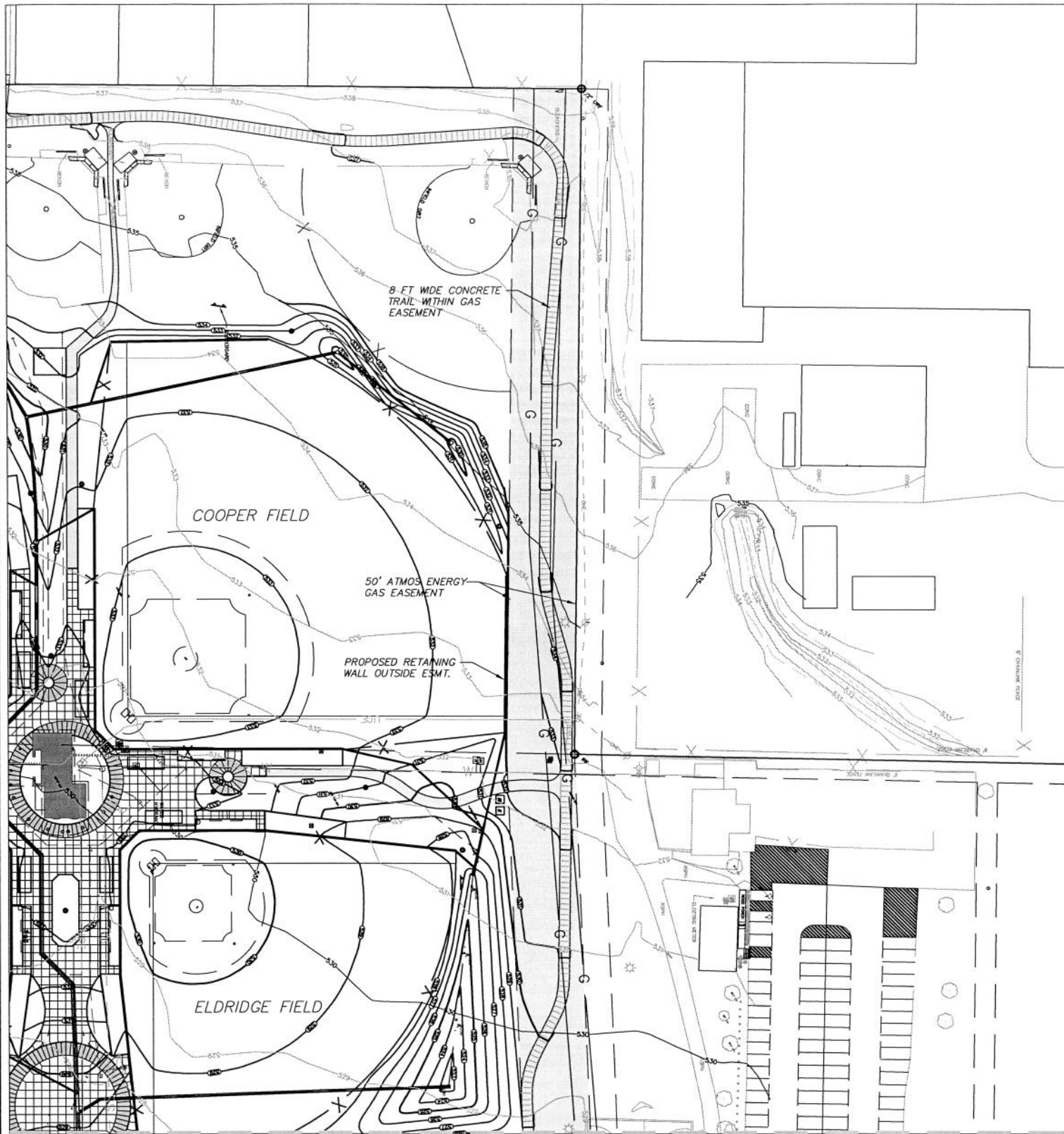
Notary Public in and for the State of Texas
My Commission Expires: _____
Print Name: _____

STATE OF §
COUNTY OF §

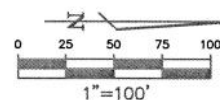
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mindy Manson**, City Manager of The City of Wylie, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, A. D., 2011.

Notary Public in and for the State of Texas
My Commission Expires: _____
Print Name: _____



MATCHLINE - SEE SHEET 2



SCALE
HORIZ
1"=100'
VERT
DATE
APR 2011



TEAGUE NALL AND PERKINS

12160 Abrams Road, Suite 508
Dallas, Texas 75243
Phone: (214) 461-9867 • Fax: (214) 461-9864
www.tnp-online.com

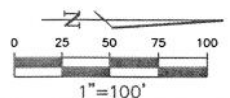
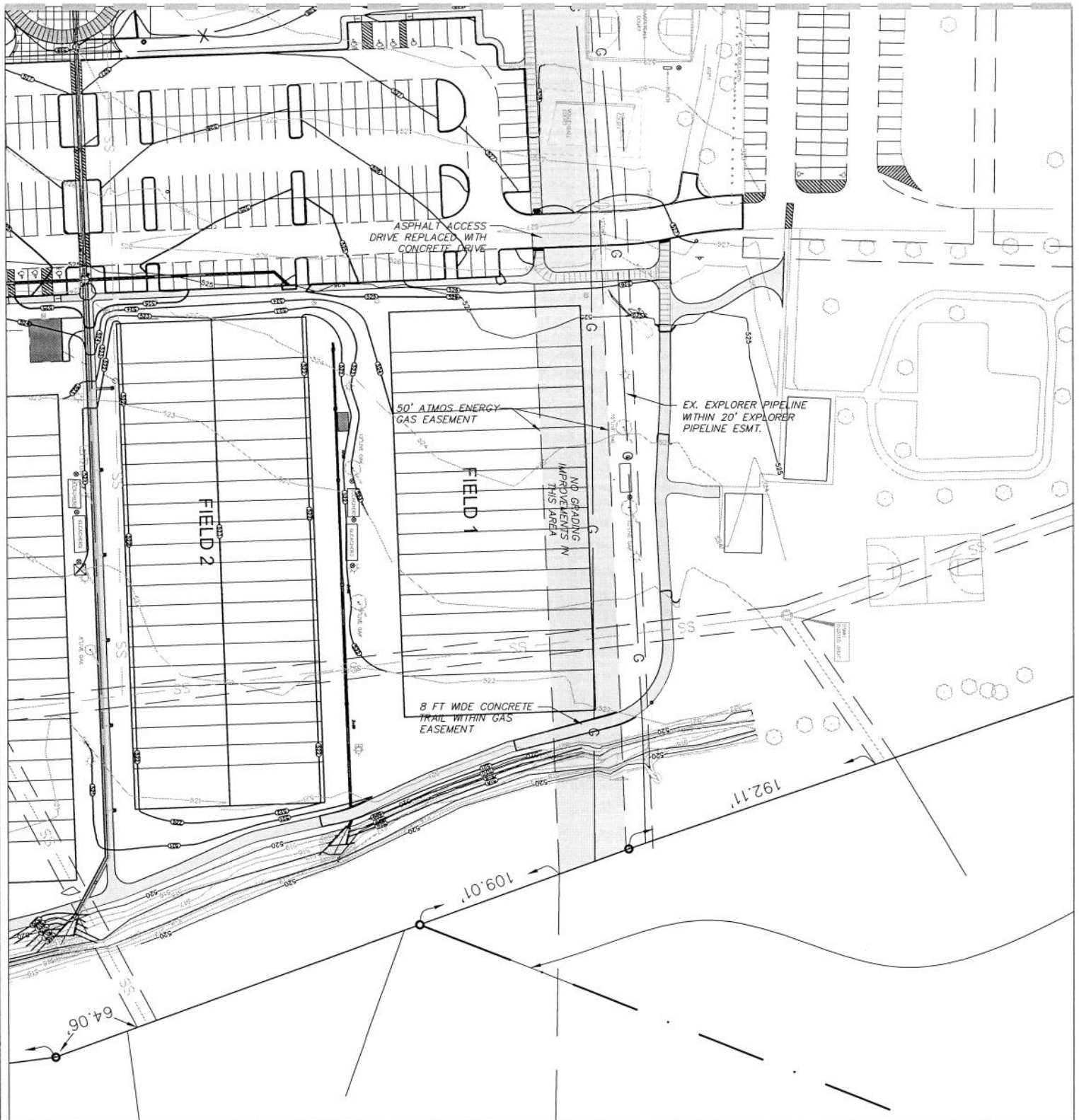
CITY OF WYLIE, TEXAS

2011 COMMUNITY PARK IMPROVEMENTS

EXHIBIT - 50 FT ATMOS GAS EASEMENT

TNP PROJECT
WYL10153
SHEET
1
OF
2

MATCHLINE - SEE SHEET 1



<p>SCALE HORIZ 1"=100' VERT</p> <p>DATE APR 2011</p>	 <p>TBPE Registration No. F-230</p>	<p>TEAGUE NALL AND PERKINS</p> <p>12160 Abrams Road, Suite 508 Dallas, Texas 75243 Phone: (214) 461-9867 • Fax: (214) 461-9864 www.tnp-online.com</p>	<p>CITY OF WYLIE, TEXAS</p> <p>2011 COMMUNITY PARK IMPROVEMENTS</p> <p>EXHIBIT - 50 FT ATMOS GAS EASEMENT</p>	<p>TNP PROJECT WYL10153</p> <p>SHEET 2 OF 2</p>
--	--	--	---	---



Wylie City Council

AGENDA REPORT

Meeting Date: September 27, 2011
Department: Human Resources
Prepared By: Lynn Fagerstrom
Date Prepared: August 22, 2011

Item Number: C.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Rate Sheet

Subject

Consider, and act upon, proposals for employee group health insurance, including major medical, dental, term life, accidental death/dismemberment, long term disability and prescription drug coverage.

Recommendation

Motion to accept a proposal from United Healthcare for fiscal 2012 medical, dental and prescription drug coverage under our current broker, The Wylie Insurance Agency. Accept a continuation of long-term disability and life insurance coverage from Lincoln National, under our current broker, The Wylie Insurance Agency.

Discussion

The operating budget adopted by Council for fiscal 2012 provides adequate funding for the proposed employee group insurance plans.

United Healthcare, represented by Wylie Insurance Agency, presented several renewal options for medical insurance. All options carried significant rate increases due to heavy usage. Staff is recommending a change to a \$2,000.00 in-network annual deductible then a zero dollar co-insurance plan, accepting a 9% increase over our FY2011 rate.

United Healthcare, represented by Wylie Insurance Agency, presented two renewal options for dental insurance. Staff is recommending a change of coverage for major dental procedures from 80% co-insurance to 50% co-insurance, accepting a 3% increase over our FY2011 rate.

Lincoln Finance Services, represented by Wylie Insurance Agency, is renewing both life and long term disability coverage at the same rate as FY2011.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LF</u>	<u>09/09/2011</u>
City Manager	<u>MM</u>	<u>9/9/11</u>



City of Wylie FY2012 Insurance Rate Schedule

The City of Wylie is pleased to pay 100% for all employee's medical, dental, long-term disability and life insurance! Contributions for optional dependent coverage for medical, dental and life insurance is split 50/50 between the City and the employee.

Individuals Covered	FY2012 Monthly Premium	Employee Cost Per Month	Employee Cost Per Pay Period*
Employee Only Medical	\$692.53	- 0 -	- 0 -
Spouse Medical/Prescription	\$1,052.67	\$526.34	\$263.17
Child(ren) Medical/Prescription	\$477.87	\$238.93	\$119.47
Family Medical/Prescription	\$1,149.67	\$574.83	\$287.42
Employee Only Dental	\$38.26	- 0 -	- 0 -
Spouse Dental	\$37.42	\$18.71	\$9.35
Child(ren) Dental	\$47.23	\$23.61	\$11.81
Family Dental	\$89.64	\$44.82	\$22.41

*We have 26 pay periods per year. There are two pay periods per year when insurance premiums are not deducted from the employee's paychecks.

In-Network Benefits:

No "primary care physician" required, self refer to any in-network provider.

Doctor Visit Co-Pay: \$25; Specialist \$50; Specialists with "***" are preferred and \$25 Co-Pay

Annual Deductible/Out-of-Pocket Max: \$2000/\$4000 family

Prescriptions: \$15/\$30/\$65 - Discounted Mail Order Prescriptions also available at 2 ½ x retail rates.

Emergency Room Co-Pay: \$200; Urgent Care Center Co-Pay: \$75

Vision Plan: Emergencies = Per Plan; Regular Check-ups = \$25 Co-Pay + UHC Vision/Spectera discounts

Out of Network Benefits:

Co-insurance: 80% of all charges

Annual Deductible: \$4000/\$8000 family

Annual Out-of-Pocket Max: \$8000/\$16,000 family



Wylie Parks and Recreation
Facilities Development
Corporation (4B)

NOTICE OF MEETING

Regular Meeting Agenda

September 13, 2011 – 6:00 pm

**Wylie Municipal Complex – Council Chambers
300 Country Club Road**

Eric Hogue Chairman
Rick White Member
David Goss Member
Kathy Spillyards Member
Anne Hiney Member
Cristine Price Member
Dan Chesnut Member

Carole Ehrlich City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020

CALL TO ORDER

PARKS & RECREATION FACILITIES DEVELOPMENT CORPORATION

Announce the presence of a Quorum.

- 1. Consider, and act upon, approval of the Minutes from the September 14, 2010 Special Called Meeting of the Wylie Parks and Recreation Facilities Development Corporation (4B). (C. Ehrlich, City Secretary)**
- 2. Consider, and act upon, approval of the FY 2011-2012 4B Budget and authorize expenditures for the FY 2011-2012 Community Services Facilities Capital Improvement Plan. (L. Bantz, Finance Director)**

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this 9th day of September, 2011 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie Parks and Recreation Facilities Development Corporation (4B)

Regular Meeting Minutes

Tuesday, September 14, 2010– 6:00 pm
Wylie Municipal Complex
Council Chambers/Council Conference Room
2000 Highway 78 North

CALL TO ORDER

PARKS & RECREATION FACILITIES DEVELOPMENT CORPORATION

4B Board Chair Eric Hogue called to order the Parks & Recreation Facilities Development Corporation meeting at 6:10 p.m. with the following board members present:, Shirley Burnett, Bennie Jones, Rick White, and Kathy Spillyards. Board members Anne Hiney and Dan Chestnut were absent.

General Business

1. **Consider, and act upon, approval of the Minutes from the September 8, 2009 Special Called Meeting of the Wylie Parks and Recreation Facilities Development Corporation (4B).** (*C. Ehrlich, City Secretary*)

4B Board Action

A motion was made by board member White, seconded by board member Jones to approve the 4B minutes of September 8, 2009 as presented. A vote was taken and the motion passed 5-0 with board members Hiney and Chestnut absent.

2. **Consider, and act upon, approval of the FY2010-2011 4B Budget and authorize expenditures for the FY 2010-2011 Community Services Facilities Capital Improvement Plan.** (*L. Vaughan, Finance Director*)

4B Board Action

A motion was made by board member White, seconded by board member Spillyards to approve the FY 2010-2011 4B Budget and authorize expenditures for the FY 2010-2011 Community Services Facilities Capital Improvement Plan. A vote was taken and the motion passed 5-0 with board members Hiney and Chestnut absent.

3. **Consider, and act upon, the appointment and/or reappointment of the Wylie Parks and Recreation Facilities Development Corporation (4B) Officers and appoint a Chair and Vice Chairman from its board members for a term beginning January 1, 2011 and ending December 31, 2012** (*C. Ehrlich, City Secretary*)

4B Board Action

A motion was made by board member Jones, seconded by board member Spillyards to appoint Eric Hogue, Chair; Anne Hiney, Vice Chair; Mindy Manson, President; Jeff Butters, Vice President, Linda Bantz, Treasurer; and Carole Ehrlich, Secretary of the Wylie Parks and Recreation Facilities Development (4B) Corporation for a term beginning January 2, 2011 and ending December 31, 2012. A vote was taken and the motion passed 5-0 with board members Hiney and Chestnut absent.

ADJOURN

With no further business before the Wylie Parks and Recreation Facilities Development (4B) Corporation a motion was made by board member Burnett, seconded by board member Spillyards to adjourn the meeting at 6:15 p.m. a vote was taken and the motion passed 5-0 with board members Hiney and Chestnut absent.

Eric Hogue, Chair

ATTEST:

Carole Ehrlich, City Secretary



Wylie Parks and Recreation Facilities Development Corporation (4B)

AGENDA REPORT

Meeting Date:	<u>September 13, 2011</u>	Item Number:	<u>(City Secretary's Use Only)</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Linda Bantz</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 22, 2011</u>	Exhibits:	<u>4B Budget</u>

Subject

Consider, and act upon, approval of the FY 2011-2012 4B Budget and authorize expenditures for the FY 2011-2012 Community Services Facilities Capital Improvement Plan.

Recommendation

Motion to approve FY 2011-2012 4B Budget and authorize expenditures for the FY 2011-2012 Community Services Facilities Capital Improvement Plan.

Discussion

The Parks and Recreation Facilities Development Corporation was established in accordance with State law as a result of the January 15, 1994 election approving the ½ cent sales tax for parks, recreation and library projects. The Board of Directors of the Corporation are:

Mayor Eric Hogue
Councilmember David Goss
Councilmember Rick White
Councilmember Kathy Spillyards
Cristine Price – Parks Board Member
Daniel Chesnut – Parks Board Member
Anne Hiney – Parks Board Member

As set out in the Articles of Incorporation, the Board has the power to authorize the expenditure of sales tax receipts for projects approved by the City Council. Further, the Bylaws state that, "It shall be the duty and obligation of the Board to finance and implement the Community Services Facilities Capital Improvement Plan as adopted by the Wylie City Council."

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>8/22/11</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

4B SALES TAX REVENUE FUND

The Wylie Park and Recreation Facilities Development Corporation (the 4B Corporation) was established to promote economic development with the City of Wylie. The activities of the 4B Corporation are accounted for in two fund types. The two funds are titled the 4B Sales Tax Revenue Fund and the 4B Debt Service Fund. The special revenue fund accounts for the use of the 4B Corporation sales tax revenue and is restricted by State legislation to improve the appeal of the City as a place to live, work, visit and to promote economic development. Sales taxes are levied in Wylie at 8.25% of goods and services sold within the City's boundaries. Of this 8.25% tax, 49% of the 0.5% of the City's share goes to the 4B Sales Tax Revenue Fund.

City Of Wylie

Fund Summary

4B Sales Tax Fund

Audited 4B Fund Ending Balance 09/30/10	\$ 1,613,075
Projected '11 Revenues	1,386,556
Available Funds	<u>2,999,631</u>
Projected '11 Expenditures	(1,112,412)
Transfer to Rec. Fund '11	<u>(510,775)</u>
Estimated Ending Fund Balance 09/30/11	\$ 1,376,444
 Estimated Beginning Fund Balance - 10/01/11	 \$ 1,376,444
Proposed Revenue '12	741,420
Proposed Expenditures '12	<u>(1,067,464)</u>
Estimated Ending Fund Balance 09/30/12	<u>\$ 1,050,400 *</u>

* Policy requirement is 25% of budgeted sales tax revenue (\$1,508,000 x 25% = \$377,000)

CITY OF WYLIE**PROPOSED BUDGET - FISCAL YEAR 2011-2012****112-4B SALES TAX REVENUE FUND****REVENUES**

	2009-2010 ACTUAL	2010-2011 BUDGET	2010-2011 PROJECTED	2011-2012 PROPOSED
TAXES				
4000-40210 SALES TAX	1,343,738	1,299,056	1,364,056	738,920
TOTAL TAXES	1,343,738	1,299,056	1,364,056	738,920
SERVICE FEES				
4000-44156 RECREATION CLASS FEES	0	10,000	10,000	0
TOTAL SERVICE FEES	0	10,000	10,000	0
INTEREST INCOME				
4000-46110 ALLOCATED INTEREST EARNINGS	3,259	4,000	4,000	2,500
4000-46140 TEXPOOL INTEREST	0	0	0	0
4000-46143 LOGIC INTEREST	0	0	0	0
TOTAL INTEREST INCOME	3,259	4,000	4,000	2,500
MISCELLANEOUS INCOME				
4000-48120 COMMUNITY ROOM FEES	0	8,500	8,500	0
4000-48310 RECOVERY - PRIOR YEAR EXPEND	0	0	0	0
4000-48410 MISCELLANEOUS INCOME	0	0	0	0
TOTAL MISCELLANEOUS INCOME	0	8,500	8,500	0
TOTAL REVENUES	1,346,998	1,321,556	1,386,556	741,420

4B SALES TAX REVENUE COMBINED SERVICES

This department reflects expenditures incurred by the City's 4B Sales Tax Revenue Fund, as a single entity, in the conduct of its operations. These expenditures include debt service payments, etc.

CITY OF WYLIE

PROPOSED BUDGET - FISCAL YEAR 2011-2012

112-4B SALES TAX REVENUE FUND**NON-DEPARTMENTAL EXPENDITURES**

	2009-2010 ACTUAL	2010-2011 BUDGET	2010-2011 PROJECTED	2011-2012 PROPOSED
CONTRACTUAL SERVICES				
5614-56040 SPECIAL SERVICES	0	0	0	720
TOTAL CONTRACTUAL SERVICES	0	0	0	720
OTHER FINANCING (USES)				
5000-59125 TRANSFER TO RECREATION FUND	0	0	0	0
5000-59132 TRANSFER TO 4B DEBT SERVICE	565,300	565,000	565,000	570,000
TOTAL OTHER FINANCING (USES)	565,300	565,000	565,000	570,000
TOTAL NON-DEPARTMENTAL	565,300	565,000	565,000	570,720

4B PARKS

The 4B Parks is responsible for the development and maintenance of parks. This is a division of the Public Services Department. The 4B Sales Tax Revenue Fund, 4B Parks, is a supplemental cost-center to the General Fund's Parks Department. The sales tax revenue is restricted by State legislation to improving the appeal of the City as a place to live, work, and visit and promoting economic development.

	BUDGET	BUDGET	BUDGET	BUDGET
STAFFING	2008-2009	2009-2010	2010-2011	2011-2012
Asst. Parks Superintendent	1.0	1.0	0.0	0.0
Field Supervisor	1.0	1.0	1.0	1.0
Maintenance Worker	2.0	2.0	2.0	2.0
TOTAL	4.0	4.0	3.0	3.0

CITY OF WYLIE**PROPOSED BUDGET - FISCAL YEAR 2011-2012****112-4B SALES TAX REVENUE FUND****4B PARKS EXPENDITURES**

	2009-2010 ACTUAL	2010-2011 BUDGET	2010-2011 PROJECTED	2011-2012 PROPOSED
PERSONNEL SERVICES				
5614-51110 SALARIES	122,455	121,472	121,472	123,901
5614-51130 OVERTIME	4,480	14,500	14,500	10,000
5614-51140 LONGEVITY PAY	952	1,093	1,093	1,093
5614-51145 SICK LEAVE BUYBACK	270	701	701	0
5614-51160 CERTIFICATION INCENTIVE	1,543	1,825	1,825	1,825
5614-51170 PARAMEDIC INCENTIVE	0	0	0	0
5614-51210 CAR ALLOWANCE	0	0	0	0
5614-51220 PHONE ALLOWANCE	1,354	1,200	1,200	1,350
5614-51230 CLOTHING ALLOWANCE	2,160	2,160	2,160	2,160
5614-51310 TMRS	14,257	14,893	14,893	15,649
5614-51410 HOSPITAL & LIFE INSURANCE	24,196	28,578	28,578	30,618
5614-51420 LONG-TERM DISABILITY	221	696	696	696
5614-51440 FICA	8,121	8,890	8,890	9,041
5614-51450 MEDICARE	1,899	2,079	2,079	2,114
5614-51470 WORKERS COMP PREMIUM	1,945	2,345	2,345	1,810
5614-51480 UNEMPLOYMENT COMP (TWC)	567	810	810	810
TOTAL PERSONNEL SERVICES	184,420	201,242	201,242	201,067
SUPPLIES				
5614-52130 TOOLS/ EQUIP - UNDER \$100	0	0	0	0
5614-52250 MEDICAL & SURGICAL	0	0	0	0
5614-52310 FUEL & LUBRICANTS	0	2,500	2,500	2,500
5614-52710 WEARING APPAREL & UNIFORMS	0	0	0	0
5614-52810 FOOD SUPPLIES	0	0	0	0
TOTAL SUPPLIES	0	2,500	2,500	2,500
CONTRACTUAL SERVICES				
5614-56040 SPECIAL SERVICES	18,529	95,090	60,090	55,000
5614-56110 COMMUNICATIONS	516	0	0	0
5614-56210 TRAVEL & TRAINING	1,770	1,970	1,970	2,470
5614-56250 DUES & SUBSCRIPTIONS	386	450	450	200
TOTAL CONTRACTUAL SERVICES	21,201	97,510	62,510	57,670
CAPITAL OUTLAY				
5614-58530 HEAVY EQUIPMENT	0	33,500	33,500	0
5614-58850 MAJOR TOOLS & EQUIPMENT	0	18,500	18,500	0
TOTAL CAPITAL OUTLAY	0	52,000	52,000	0
TOTAL 4B PARKS	202,800	353,252	318,252	261,237

4B RECREATION

As a division of the Public Services Department, this division supports the overall recreation programming functions administered by the Recreation Division. The division is funded by 4B Sales Tax revenue and is used as a supplemental cost-center to the General Fund Recreation (5521) budget.

STAFFING	BUDGET 2008-2009	BUDGET 2009-2010	BUDGET 2010-2011	BUDGET 2011-2012
Recreation Supervisor	1.0	1.0	1.0	1.0
Recreation Superintendant	0.0	1.0	0.0	0.0
Recreation Monitor	0.0	1.0	1.0	1.0
Recreation Manager	0.0	0.5	0.0	0.0
Fitness Programmer	0.0	0.3	0.0	0.0
Recreation Programmer	0.0	0.5	0.0	0.0
Recreation Attendant	1.75	1.75	2.75	2.75
TOTAL	2.75	6.00	4.75	4.75

CITY OF WYLIE

PROPOSED BUDGET - FISCAL YEAR 2011-2012

112-4B SALES TAX REVENUE FUND

4B RECREATION EXPENDITURES

	2009-2010 ACTUAL	2010-2011 BUDGET	2010-2011 PROJECTED	2011-2012 PROPOSED
PERSONNEL SERVICES				
5615-51110 SALARIES	167,748	45,532	45,532	46,443
5615-51112 SALARIES - PART TIME	48,124	78,900	78,900	82,758
5615-51130 OVERTIME	0	0	0	0
5615-51140 LONGEVITY PAY	548	33	33	81
5615-51145 SICK LEAVE BUYBACK	823	263	263	0
5615-51160 CERTIFICATION INCENTIVE	326	0	0	0
5615-51170 PARAMEDIC INCENTIVE	0	0	0	0
5615-51210 CAR ALLOWANCE	0	0	0	0
5615-51220 PHONE ALLOWANCE	3,551	1,200	1,200	1,200
5615-51230 CLOTHING ALLOWANCE	1,300	800	800	300
5615-51310 TMRS	18,722	5,600	5,600	6,070
5615-51410 HOSPITAL & LIFE INSURANCE	23,201	11,600	11,600	12,502
5615-51420 LONG-TERM DISABILITY	455	260	260	260
5615-51440 FICA	13,215	7,732	7,732	8,032
5615-51450 MEDICARE	3,091	1,809	1,809	1,846
5615-51470 WORKERS COMP PREMIUM	1,360	3,481	3,481	1,888
5615-51480 UNEMPLOYMENT COMP (TWC)	1,705	1,890	1,890	2,430
TOTAL PERSONNEL SERVICES	284,169	159,100	159,100	163,810
SUPPLIES				
5615-52010 OFFICE SUPPLIES	2,431	3,000	3,000	2,900
5615-52070 COMPUTER SOFTWARE	0	0	0	0
5615-52130 TOOLS/ EQUIP - UNDER \$100	11,088	3,700	3,700	3,800
5615-52160 TOOLS/ EQUIP - \$100-\$999.99	0	0	0	0
5615-52310 FUEL & LUBRICANTS	738	7,600	7,600	7,683
5615-52610 RECREATIONAL SUPPLIES	2,869	3,000	3,000	3,000
5615-52710 WEARING APPAREL & UNIFORMS	0	0	0	500
5615-52810 FOOD SUPPLIES	4,425	6,000	6,000	6,000
5615-52990 OTHER	0	0	0	0
TOTAL SUPPLIES	21,551	23,300	23,300	23,883
MATERIALS FOR MAINTENANCE				
5615-54510 MOTOR VEHICLES	0	0	0	0
5615-54530 HEAVY EQUIPMENT	494	3,000	3,000	3,000
5615-54630 TOOLS & EQUIPMENT	240	800	800	500
5615-54650 COMMUNICATIONS	0	0	0	200
5615-54810 COMPUTER HARD/SOFTWARE	0	0	0	0
5615-54910 BUILDINGS	0	3,900	3,900	6,800
TOTAL MATERIALS FOR MAINTENANCE	733	7,700	7,700	10,500
CONTRACTUAL SERVICES				
5615-56040 SPECIAL SERVICES	12,426	19,400	19,400	4,855
5615-56080 ADVERTISING	9,004	2,000	2,000	2,000
5615-56110 COMMUNICATIONS	2,553	1,200	1,200	1,200
5615-56140 REC CLASS EXPENSES (COMM CTR)	0	11,000	11,000	11,000
5615-56180 RENTAL	825	1,560	1,560	3,120
5615-56210 TRAVEL & TRAINING	3,369	2,500	2,500	2,500
5615-56250 DUES & SUBSCRIPTIONS	2,842	1,400	1,400	1,240
5615-56360 ACTIVENET ADMINISTRATIVE FEES	2,128	0	0	0
TOTAL CONTRACTUAL SERVICES	33,147	39,060	39,060	25,915

CITY OF WYLIE
PROPOSED BUDGET - FISCAL YEAR 2011-2012

112-4B SALES TAX REVENUE FUND
4B RECREATION EXPENDITURES

	2009-2010 ACTUAL	2010-2011 BUDGET	2010-2011 PROJECTED	2011-2012 PROPOSED
CAPITAL OUTLAY				
5615-58150 LAND-BETTERMENTS	0	0	0	0
5615-58810 COMPUTER HARD/SOFTWARE	1,182	0	0	0
5615-58830 FURNITURE & FIXTURES	0	0	0	1,400
5615-58850 MAJOR TOOLS & EQUIPMENT	0	0	0	10,000
5615-58995 CONTRA CAPITAL OUTLAY	0	0	0	0
TOTAL CAPITAL OUTLAY	1,182	0	0	11,400
TOTAL 4B RECREATION	340,782	229,160	229,160	235,508



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Finance
Prepared By: Finance
Date Prepared: August 22, 2011

Item Number: 1.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: House Bill 3195 Statement

Subject

Consider, and act upon, approving the property tax increase reflected in the budget.

Recommendation

Motion to approve the property tax increase reflected in the budget.

Discussion

The tax rate needed to fund the FY 2011-2012 budget is \$0.89890 per \$100 of assessed valuation. Although this is the same tax rate as in FY 2010-2011, there will be a small increase in tax revenue the City receives due to new property that was added to the tax roll and a slight increase in the total property assessed valuation. Section 26.05 of the Texas Property Tax Code requires the governing body to hold a separate vote to ratify this property tax increase that is reflected in the budget.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>8/22/11</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

Due to the passage of H.B. 3195 during the 80th Legislative Session, the following statement must be included as the cover page for any budget document.

“This budget will raise more total property taxes than last year’s budget by \$417,708, or 2.10%, and of that amount \$513,575.05 is tax revenue to be raised from new property added to the tax roll this year.”



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Finance
Prepared By: Finance
Date Prepared: August 22, 2011

Item Number: 2.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: All Funds Summary, Budget Ordinance

Subject

Consider, and act upon, Ordinance No. 2011-18 adopting a budget and appropriating resources for Fiscal Year 2011-2012, beginning October 1, 2011, and ending September 30, 2012.

Recommendation

Motion to approve Ordinance No. 2011-18 adopting the budget and appropriating resources for Fiscal Year 2011-2012, beginning October 1, 2011, and ending September 30, 2012.

Discussion

The tax rate being proposed for Fiscal Year 2011-2012 is \$0.8989 per \$100 of assessed valuation.

The attached summary of all operating and capital funds includes the budget for the Wylie Economic Development Corporation.

The adoption of the FY 2011-2012 tax rate is presented as a separate agenda item.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>8/22/11</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

ORDINANCE NO. 2011-18

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR FISCAL YEAR 2011-2012, BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for operation of the City during Fiscal Year 2011-2012; and

WHEREAS, the proposed budget appears to be in form and substance which fully complies with all applicable provisions of the City Charter and State law; and

WHEREAS, the proposed budget has been available for public inspection and review; and

WHEREAS, the City Council on August 23, 2011, conducted a public hearing to receive input from the citizens of the City concerning the content of the budget; and

WHEREAS, the Council having considered the proposed budget at length, and having provided input into its preparation, has determined that the proposed budget and the revenues and expenditures contained therein is in the best interest of the City and therefore desires to adopt the same by formal action;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

Section 1. That the proposed budget of the revenues of the City and the expenses of conducting the affairs thereof, as summarized in the attached Exhibit A and fully incorporated herein by reference, be, and the same hereby is, completely adopted and approved as the Budget for the City for Fiscal Year 2011-2012.

Section 2. That the sum of sixty-seven million, three hundred nineteen thousand, and five hundred sixty-six dollars, \$67,319,566 is hereby appropriated for the City's FY 2011-2012 Budget. These funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City according to the various purposes and intents described in the FY 2011-2012 budget document.

Section 3. That an allocation of \$0.00255 of the \$0.005 4B sales tax rate be made for FY2011-2012 for activities of the Recreation Fund.

Section 4. The specific authority is hereby given to the City Manager to transfer appropriations budgeted from an account classification or activity to another within any individual department or activity; and to transfer appropriations from designated appropriations to any individual department or activity as provided in the City Charter.

Section 5. Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

Section 6. This ordinance shall be in full force and effect from and after its adoption by the City Council pursuant to the law and the City Charter.

Section 7. That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 13th day of September, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

Date of publication in *The Wylie News*- September 21, 2011

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

ALL OPERATING AND CAPITAL FUNDS

FISCAL YEAR 2011-2012 BUDGET

			DEBT SERVICE FUNDS	
			G O DEBT SERVICE	4B DEBT SERVICE
	GENERAL FUND	SPECIAL REVENUE FUNDS		
ESTIMATED BEGINNING BALANCES	\$ 7,791,449	\$ 5,539,584	\$ 677,668	\$ 196,277
REVENUES:				
Ad Valorem Taxes	14,043,720	-	6,990,890	-
Non-Property Taxes	3,026,000	3,171,889	-	-
Franchise Fees	2,241,000	-	-	-
Licenses & Permits	411,000	31,500	-	-
Intergovernmental	600,272	2,500	-	-
Service Fees	2,716,000	686,500	-	-
Court Fees	307,000	-	-	-
Interest & Misc. Income	354,500	672,497	5,500	-
TOTAL REVENUES	23,699,492	4,564,886	6,996,390	-
Transfers from Other Funds	1,681,997	15,000	900,000	570,000
Transfer from Fleet Fund for Current Vehicles	-			
Transfer from Fleet Fund to Close Fund	-			
Transfer from Emergency Communications to Close Fund	248,224			
Use of Fund Balance for Emerg Communications	-	-	-	-
Use of Fund Balance for General Obligation Debt Services	400,000	-	-	-
Use of Fund Balance for Equipment for Fleet&Equipment	534,010			
TOTAL AVAILABLE RESOURCES	33,421,162	10,119,470	8,574,058	766,277
EXPENDITURES:				
General Government	7,740,330	28,100	-	-
Public Safety	12,929,951	84,010	-	-
Development Services	1,423,477	-	-	-
Streets	1,308,715	-	-	-
Community Services	3,161,250	2,575,517	-	-
Utilities	-	-	-	-
Debt Service	-	-	7,856,088	568,404
Capital Projects	-	-	-	-
Economic Development	-	2,776,170	-	-
TOTAL EXPENDITURES	26,563,723	5,463,797	7,856,088	568,404
Transfers to Other Funds	400,000	-	-	-
ENDING FUND BALANCE	\$ 7,105,663	\$ 4,655,673	\$ 717,970	\$ 197,873

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

ALL OPERATING AND CAPITAL FUNDS

FISCAL YEAR 2011-2012 BUDGET

	CAPITAL PROJECTS FUNDS		UTILITY FUND	TOTAL ALL FUNDS
ESTIMATED BEGINNING BALANCES	\$ 23,611,493	\$ 10,926,844	\$ 48,743,315	
REVENUES:				
Ad Valorem Taxes	-	-	21,034,610	
Non-Property Taxes			6,197,889	
Franchise Fees			2,241,000	
Licenses & Permits			442,500	
Intergovernmental			602,772	
Service Fees	650,000	10,641,000	14,693,500	
Court Fees			307,000	
Interest & Misc. Income	3,500	50,000	1,085,997	
TOTAL REVENUES	653,500	10,691,000	46,605,268	
Transfers from Other Funds	-	-	3,166,997	
Transfer from Fleet Fund for Current Vehicles		-	-	
Transfer from Fleet Fund to Close Fund		-	-	
Transfer from Emergency Communications to Close Fund		-	248,224	
Use of Fund Balance for Emerg Communications	-	-	-	
Use of Fund Balance for General Obligation Debt Services	-	-	400,000	
Use of Fund Balance for Equipment for Fleet&Equipment		365,000	899,010	
TOTAL AVAILABLE RESOURCES	24,264,993	21,617,844	98,763,804	
EXPENDITURES:				
General Government			7,768,430	
Public Safety			13,013,961	
Development Services			1,423,477	
Streets			1,308,715	
Community Services			5,736,767	
Utilities		10,462,427	10,462,427	
Debt Service		1,334,130	9,758,622	
Capital Projects	12,638,000	356,000	12,994,000	
Economic Development			2,776,170	
TOTAL EXPENDITURES	12,638,000	12,152,557	65,242,569	
Transfers to Other Funds	-	1,676,997	2,076,997	
ENDING FUND BALANCE	\$ 11,626,993	\$ 9,100,287	\$ 31,444,238	
TOTAL REVENUES				\$ 50,020,489
NET DECREASE (INCREASE) IN FUND BALANCE				17,811,767
TOTAL APPROPRIABLE FUNDS				\$ 67,832,256



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Finance
Prepared By: Finance
Date Prepared: August 22, 2011

Item Number: 3.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Ordinance

Subject

Consider, and act upon, Ordinance No. 2011-19 fixing the tax rate/levy for Tax Year 2011 and Budget Year FY 2011-2012 at \$0.89890 per \$100 of assessed valuation.

Recommendation

Motion to approve Ordinance No. 2011-19 fixing the tax rate/levy for Tax Year 2011 and Budget Year FY 2011-2012 at \$0.89890 per \$100 of assessed valuation.

Discussion

The tax rate needed to fund the FY 2011-2012 budget is \$0.89890 per \$100 of assessed valuation. The tax rate is broken down with \$0.600153 being used for operations and maintenance and \$0.298747 being used to fund the General Debt Service Fund. This tax ordinance will generate levies of \$13,417,600 for the General Fund and \$6,679,076 for the I & S Fund. The adopted Fiscal Year 2011-2012 budget requires the support of this ordinance for funding.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>LB</u>	<u>8/22/11</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

ORDINANCE NO. 2011-19

AN ORDINANCE FIXING THE TAX RATE AND LEVY FOR THE CITY OF WYLIE, TEXAS, UPON ALL TAXABLE PROPERTY IN THE CITY OF WYLIE, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012, AND FOR THE FURTHER PURPOSE OF CREATING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BONDED INDEBTEDNESS OF THE CITY; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

WHEREAS, the City Council has this date, by way of Ordinance duly passed, adopted a Budget of operation for the City for fiscal year 2011-2012; and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax all taxable property in the City of Wylie; and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet projected expenses; and

WHEREAS, the City has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for fiscal year 2011-2012; and

WHEREAS, notice of the proposed tax rate, as well as the effective tax rate, has been published as required by law and the City has received no formal protest thereof.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Wylie, Texas, as follows:

Section 1. There is hereby levied for the fiscal year 2011-2012 upon all real property situated within the corporate limits of said City of Wylie, Texas, and upon all personal property which was owned within the corporate limits of said City of Wylie, Texas, on the first day of January, A.D. 2011, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of \$0.8989 on each \$100 of assessed valuation on all said property which said total tax herein so levied shall consist and be comprised of the following components:

- a) An ad valorem tax rate of \$0.600153 on each \$100 of assessed valuation of said taxable property is hereby levied for general city purposes and to pay the current operating expenses of said City of Wylie, Texas, for the fiscal year ending September 30, 2012, which tax, when collected shall be appropriated to and for the credit of the General Fund of said City of Wylie, Texas.
- b) An ad valorem tax rate of \$0.298747 on each \$100 of assessed valuation of said taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Wylie, now outstanding and such tax when collected shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Wylie, Texas, for the fiscal year ending September 30, 2012.

Section 2. The City of Wylie shall have a lien on all taxable property located in the City of Wylie to secure the payment of taxes, penalty and interest, and all costs of collection, assessed and levied hereby.

Section 3. Taxes are payable in McKinney, Texas, at the Office of the Tax-Assessor Collector of Collin County. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 4. That the tax roll presented to the City Council, together with any supplements thereto, be and same are hereby accepted and approved.

Section 5. Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

Section 6. This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

Section 7. That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

Section 8. The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 13th day of September, 2011.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

Date of Publication in *The Wylie News* – September 21, 2011



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Parks and Recreation
Prepared By: Robert Diaz
Date Prepared: August 24, 2011

Item Number: 4.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, the acceptance of the resignation of Brandi LaFleur, Board Member for the Parks and Recreation Board and the appointment of a new member to the Parks and Recreation Board for the unexpired term of July 2011 to July 2013.

Recommendation

A motion to accept the resignation of Brandi LaFleur and the appointment of _____ to the Parks and Recreation Board.

Discussion

Staff is requesting the appointment of a new Parks and Recreation Board member to replace Brandi LaFleur, who is resigning due to work obligations.

Chapter 78 of the Wylie Code of Ordinances states:

Sec. 78-25. Vacancies.

Should a vacancy occur in the membership of the parks and recreation board, the city council shall appoint a successor for the unexpired term.

(Ord. No. 78-18, art. II, § 5, 6-13-1978; Code 1991, ch. 1, § 7.04; Code 1997, § 78-35)

In order to be in conformance with the Chapter 78 section 25, it is recommended that an appointment be made to fulfill the unexpired term of July 2011 to July 2013.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>RD</u>	<u>08/24/2011</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

From: Todd and Brandi Lafleur
Sent: Friday, August 19, 2011 3:41 PM
To: Robert Diaz
Subject: From Brandi

Hi Robert,

I received your message and you sound like a very busy person. I wanted to speak with you regarding my board position. As much as I hate to leave it, I am going to have to do so. With a recent layoff here at the university, I have had to increase my workload and that has made it difficult for me to leave here in time to get to Wylie.

This has been an extremely difficult decision for me as I have enjoyed my time serving on the Parks and Recreation board and I have learned so much in the few years there. However, knowing what the commitment is, I don't believe that it is fair to the other board members, the parks department, and the City of Wylie to try to maintain my position if I am unable to meet my commitment.

Please let everyone know that I have been honored and blessed to be involved with such a dedicated group of citizens and that I will see them.

Please feel free to share this email with them and give me a call again when you find a better time.

I will try not to be too much of a stranger.

Thanks so much for all you do!
Brandi Lafleur



Board & Commission Application

CITY OF WYLIE Spring 2011

Please return your completed application to the City Secretary's Office at 300 Country Club Road, Building 100, Wylie, Texas 75098.

Name: JEFF HARRO

Please indicate your first, second and third preference below.

☐ Construction Code Board

☐ Planning & Zoning Board

☐ Library Board

☒ Wylie Economic Development Corporation Board

☒ Parks & Recreation Board

☐ Zoning Board of Adjustments

☐ Animal Shelter Advisory Board

☐ Public Arts Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____

Telephone: _____ Fax: _____

E-mail: _____

I have been a Wylie Resident for 1 years

Registered voter? ☒ Yes ☐ No

Occupational Information

Business Owner? ☐ Yes ☒ No

Business Name: HILL-WILKINSON, GEN. CONT.

Occupation: PROJECT ENGINEER

Business Address: RICHARDSON

Telephone: _____ Fax: _____

Have you ever or do you currently serve on any city boards?

☐ Yes ☒ No

If so, what board/city and dates? _____

Are you involved in any community activities? (Civic or Hobbies)

☒ Yes ☐ No

DODD ELEMENTARY PTA, WFL

Please indicate briefly why you would like to be appointed to a Board or Commission:

I HAVE AN INTEREST IN QUALITY RECREATION FIELDS FOR ALL ENDEAVORS TO ENJOY.

I am aware of the meeting dates and times of the board/commission I have applied and if appointed, I agree to serve on the Board/Commission which I have applied, or would consider an alternate appointment to a second or third service preference.

Signature _____

Date _____

FOR OFFICE USE ONLY

Date Application Received _____ New Applicant? ☐ Yes ☐ No If no, applicant previously served on

Board _____

Via: ☐ website ☐ mail ☐ in person ☐ referral ☐ newspaper

Applicant Interview Scheduled: _____

☐ Statement & Oath Completed

Attended Applicant's Reception? ☐ Yes ☐ No

Appointment made to _____ Term Expires _____ (dates)

☐ No appointment made at this time, retain application for one year.

-----Original Message-----

From: John Davis [mailto:

Sent: Tuesday, March 17, 2009 11:33 AM

To: City Secretary

Subject: Board Volunteer

Form Information Follows:

NAME - John Davis

DATE_OF_APPLICATION -

FIRST_CHOICE - Wyle Economic Development Corp. Board SECOND_CHOICE

- Parks and Recreation Board THIRD_CHOICE - Planning and Zoning

Commission SUBCOMMITTEE - Yes HOME ADDRESS -

Trail, Wylie TX 75098 HOME_PHONE - HOME_FAX -

HOME_EMAIL - icarusranger@yahoo.com RESIDENT_YEARS - 3

CONTACT_METHOD - Business Email REGISTERED_VOTER - Yes

BUSINESS_OWNER - No BUSINESS NAME - OCCUPATION - NetWork

Specialist BUSINESS_ADDRESS -

BUSINESS_PHONE -

BUSINESS_EMAIL - WHY_INTERESTED - I am

seeking to become active in my community Submit - Submit

End of form information

W001010-042111 - Board & Commission Application**Board & Commission Application Details****Board & Commission Application Details**

Full Name: Richard Kevin Finnell

Date of Application: 4/21/2011

Please indicate your first, second and third choices below:

First Choice: Wylie Economic Development Board

Second Choice: Parks & Recreation Board

Third Choice: Animal Shelter Advisory Board

Interested in serving on
Subcommittees that may be formed": Yes**Contact Information**

Home Address:

Telephone:

Cell Phone:

Email:

I have been a Wylie resident for
(years): 14

Registered Voter?: Yes

Occupational Information

Business Owner?: Yes

If yes, business name: Woodmen of the World

Occupation: Financial rep

Business Address:

Business Telephone:

Business Email:

Please indicate briefly why you
would like to be appointed to a
Board or Commission: I enjoy giving back to Wylie and the community and helping to decide the direction
that it takes.

I am aware of the meeting dates and times of the Board/Commission I have applied for and if appointed, I agree to serve on the Board/Commission for which I have applied, or would consider an alternate appointment to a second or third service preference. By submitting this form I agree to the above statement.

Message History

Date

On 4/21/2011 3:38:33 PM, wrote:
Request was created by customer*Interview set for 5-25-11 @ 6:40*



Board & Commission Application

CITY OF WYLIE Spring 2011

Please return your completed application to the City Secretary's Office at 300 Country Club Road, Building 100, Wylie, Texas 75098.

Name: Rhonda Lynn Logsdon

Please indicate your first, second and third preference below.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Construction Code Board | <input checked="" type="checkbox"/> Planning & Zoning Board |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Wylie Economic Development Corporation Board |
| <input checked="" type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Zoning Board of Adjustments |
| <input type="checkbox"/> Animal Shelter Advisory Board | <input type="checkbox"/> Public Arts Advisory Board |

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____

Telephone: _____ Fax: _____

E-mail: _____

I have been a Wylie Resident for 9 years

Registered voter? ☒ Yes ☐ No

Occupational Information

Business Owner? ☐ Yes ☒ No

Business Name: _____

Occupation: _____

Business Address: _____

Telephone: _____ Fax: _____

Have you ever or do you currently serve on any city boards?

☐ Yes ☒ No

If so, what board/city and dates? _____

Are you involved in any community activities? (Civic or Hobbies)

☒ Yes ☐ No

WCPAR, CERT, Friends of Library, WWS

Please indicate briefly why you would like to be appointed to a Board or Commission:

Look forward to running for city council
in the future.
I want to be that one who can help make a
difference.

I am aware of the meeting dates and times of the board/commission I have applied and if appointed, I agree to serve on the Board/Commission which I have applied, or would consider an alternate appointment to a second or third service preference.

Signature

Rhonda Lynn Logsdon 3-25-11
Date

FOR OFFICE USE ONLY

Date Application Received _____
Board _____

New Applicant? ☐ Yes ☐ No If no, applicant previously served on

Via: ☐ website ☐ mail ☐ in person ☐ referral ☐ newspaper

Applicant Interview Scheduled: _____

☐ Statement & Oath Completed

Attended Applicant's Reception? ☐ Yes ☐ No

Appointment made to _____ (dates)

☐ No appointment made at this time, retain application for one year. Term Expires _____

W000890-010411 - Board & Commission Application

Board & Commission Application Details

Board & Commission Application Details

Full Name: Timothy Charles McCray

Date of Application: 1/4/2011

Please indicate your first, second and third choices below:

First Choice: Wylie Economic Development Board

Second Choice: Parks & Recreation Board

Third Choice: Planning & Zoning Board

Interested in serving on
Subcommittees that may be formed": Yes

Contact Information

Home Address:

Telephone:

Cell Phone:

Email:

I have been a Wylie resident for (years): 3

Registered Voter?: Yes

Occupational Information

Business Owner?: No

If yes, business name:

Occupation:

Business Address:

Business Telephone:

Business Email:

Please indicate briefly why you
would like to be appointed to a
Board or Commission:

To whom it may concern: I have lived in Wylie for 3-4 years now. Both of my daughters have been born while we have called Wylie our home. I have found that the City of Wylie represents a very quaint but progressive way of living at the same time. In the years that I have lived here I have noticed the growth and attractiveness of the area. From the building of Wylie East High School to the new Municipal complex I have noticed that Wylie seems to be a hot spot in North Texas. I plan to make Wylie my home for many years to come and I see this as an excellent opportunity to become involved in what happens in the city that I call home. I am very proud to be a Wylie resident and I only see great things in our city's future. Thank you in advance for your consideration. Timothy C. McCray

I am aware of the meeting dates and times of the Board/Commission I have applied for and if appointed, I agree to serve on the Board/Commission for which I have applied, or would consider an alternate appointment to a second or third service preference. By submitting this form I agree to the above statement.

Message History



Board & Commission Application

Spring 2011

Please return your completed application to the City Secretary's Office at 300 Country Club Road, Building 100, Wylie, Texas 75098.

Name: Gerald Dunn

Please indicate your first, second and third preference below.

☐ Construction Code Board

☐ Planning & Zoning Board

☐ Library Board

☒ Wylie Economic Development Corporation Board

☒ Parks & Recreation Board

☐ Zoning Board of Adjustments

☒ Animal Shelter Advisory Board

☐ Public Arts Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____

Telephone: _____ ax: _____

E-mail: _____

I have been a Wylie Resident for 4 years

Registered voter? ☒ Yes

☐ No

Occupational Information

Business Owner? ☐ Yes ☐ No

Business Name: Ericsson

Occupation: Network Engineer

Business Address: _____

Telephone: _____ Fax: _____

Have you ever or do you currently serve on any city boards?

☐ Yes ☒ No

If so, what board/city and dates? _____

Are you involved in any community activities? (Civic or Hobbies)

☒ Yes ☒ No

Disc Golf instructor, Toastmasters,

Please indicate briefly why you would like to be appointed to a Board or Commission:

To serve the city and bring positive
changes to the general public and improve overall city
satisfaction.

I am aware of the meeting dates and times of the board/commission I have applied and if appointed, I agree to serve on the Board/Commission which I have applied, or would consider an alternate appointment to a second or third service preference.

Gerald Dunn
Signature

5-16-11
Date

FOR OFFICE USE ONLY

Date Application Received 5-16-11

New Applicant? ☒ Yes ☐ No If no, applicant previously served on

Parks Board Rec/Animal

Via: ☐ website ☐ mail ☒ in person ☐ referral ☐ newspaper

Applicant Interview Scheduled: 5-25-11 6pm

☐ Statement & Oath Completed

Attended Applicant's Reception? ☐ Yes ☐ No

Appointment made to _____ Term Expires _____ (dates)

☐ No appointment made at this time, retain application for one year.

*Parks on
Public Art*

Form Information Follows:

NAME - Gaynell Reed

DATE_OF_APPLICATION - 03-26-09

FIRST_CHOICE - Planning and Zoning Commission SECOND_CHOICE - Parks
and Recreation Board THIRD_CHOICE - Public Arts Advisory Board

SUBCOMMITTEE - Yes HOME_ADDRESS -

HOME_PHONE -

HOME_FAX -

HOME_EMAIL

RESIDENT_YEARS - 4

CONTACT_METHOD - Home Phone

REGISTERED_VOTER - Yes

BUSINESS_OWNER - No

BUSINESS_NAME -

OCCUPATION -

BUSINESS_ADDRESS -

BUSINESS_PHONE -

BUSINESS_FAX -

BUSINESS_EMAIL -

WHY_INTERESTED - It is simple "I love Wylie". I recently retired from Texas
Dept. of Criminal Justice with twenty six years of service. I am very interested in
the community and it's positive survival.

Submit - Submit

End of form information



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: September 5, 2011

Item Number: 5.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Letter & Applications

Subject

Consider, and act upon, the acceptance of the resignation of Thomas Gaudreau, Board Member for the Public Art Advisory Board and the appointment of a new member to the Public Arts Advisory Board for the unexpired term of July 2011 to July 2013.

Recommendation

A motion to accept the resignation of Thomas Gaudreau and the appointment of _____ to the Public Arts Advisory Board.

Discussion

Thomas Gaudreau has faithfully served as a member of the Public Arts Advisory Board since July of 2009. He has recently taken a school district administrator job out of state and is no longer able to serve.

Staff contacted each applicant attached to explain the meeting times and responsibilities of the Public Arts Advisory Board. The applicants attached have agreed to serve if appointed.

Staff is requesting the appointment of a member to serve the unexpired term of July 2011 to July 2013.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>CE</u>	<u>09/05/2011</u>
City Manager	_____	_____

Thomas Gaudreau

Wylie, TX 75098

August 11, 2011

Eric Hogue, Mayor
City of Wylie
300 Country Club Drive
Wylie, TX 75098

Dear Mayor Hogue,

Please accept my immediate resignation from the Wylie Public Arts Advisory Board. I have accepted an employment offer as a district level administrator with Meridian CUSD in Northern Illinois. This employment offer aligns with my career goal of serving students and families as a school superintendent or assistant school superintendent.

I want to thank you and the Wylie City Council for the opportunity to contribute to the quality of life here in Wylie. During the past three years, our Board has orchestrated several great projects that will positively impact the daily lives of Wylie's citizens.

Regards,

Thomas Gaudreau

Thomas Gaudreau

W001143-090911 - Board & Commission Application**Board & Commission Application Details**

Board & Commission Application Details

Full Name: DeeAnn Ross
Date of Application: 9/9/2011
Please indicate your first, second and third choices below:
First Choice: Public Arts Advisory Board
Second Choice: Public Arts Advisory Board
Third Choice: Public Arts Advisory Board
Interested in serving on Subcommittees that may be formed": No

Contact Information

Home Address:
Telephone:
Cell Phone:
Email:
I have been a Wylie resident for (years): 11
Registered Voter?: Yes

Occupational Information

Business Owner?: Yes
If yes, business name: The Ross Team
Occupation: Realtor
Business Address:
Business Telephone:
Business Email:
Please indicate briefly why you would like to be appointed to a Board or Commission: I enjoy art and large events.

I am aware of the meeting dates and times of the Board/Commission I have applied for and if appointed, I agree to serve on the Board/Commission for which I have applied, or would consider an alternate appointment to a second or third service preference. By submitting this form I agree to the above statement.

Message History

Date
On 9/9/2011 2:10:24 PM, wrote: Request was created by customer

Request Details

*Parks on
Public Art*

Form Information Follows:

NAME - Gaynell Reed

DATE_OF_APPLICATION - 03-26-09

FIRST_CHOICE - Planning and Zoning Commission SECOND_CHOICE - Parks
and Recreation Board THIRD_CHOICE - Public Arts Advisory Board

SUBCOMMITTEE - Yes HOME_ADDRESS -

HOME_PHONE -

HOME_FAX - (

HOME_EMAIL -

RESIDENT_YEARS - 4

CONTACT_METHOD - Home Phone

REGISTERED_VOTER - Yes

BUSINESS_OWNER - No

BUSINESS_NAME -

OCCUPATION -

BUSINESS_ADDRESS -

BUSINESS_PHONE -

BUSINESS_FAX -

BUSINESS_EMAIL -

WHY_INTERESTED - It is simple "I love Wylie". I recently retired from Texas
Dept. of Criminal Justice with twenty six years of service. I am very interested in
the community and it's positive survival.

Submit - Submit

End of form information



Board & Commission Application

CITY OF WYLIE Spring 2011

Please return your completed application to the City Secretary's Office at 300 Country Club Road, Building 100, Wylie, Texas 75098.

Name: Gerald Dunn

Please indicate your first, second and third preference below.

- | | |
|---|--|
| <input type="checkbox"/> Construction Code Board | <input type="checkbox"/> Planning & Zoning Board |
| <input type="checkbox"/> Library Board | <input checked="" type="checkbox"/> Wylie Economic Development Corporation Board |
| <input checked="" type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Zoning Board of Adjustments |
| <input checked="" type="checkbox"/> Animal Shelter Advisory Board | <input type="checkbox"/> Public Arts Advisory Board |

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____

Telephone: _____ ax: _____

E-mail: _____

I have been a Wylie Resident for 4 years

Registered voter? ☒ Yes ☐ No

Occupational Information

Business Owner? ☐ Yes ☐ No

Business Name: Ericsson

Occupation: Network Engineer

Business Address: _____

Telephone: _____ Fax: _____

Have you ever or do you currently serve on any city boards?

☐ Yes ☒ No

If so, what board/city and dates? _____

Are you involved in any community activities? (Civic or Hobbies)

☒ Yes ☒ No

Disc Golf instructor, Toastmasters,

Please indicate briefly why you would like to be appointed to a Board or Commission:

To serve the city and bring positive
changes to the general public and ^{improve} overall city
satisfaction.

I am aware of the meeting dates and times of the board/commission I have applied and if appointed, I agree to serve on the Board/Commission which I have applied, or would consider an alternate appointment to a second or third service preference.

Gerald Dunn
Signature

5-16-11
Date

OR OFFICE USE ONLY

Date Application Received 5-16-11

New Applicant? ☒ Yes ☐ No If no, applicant previously served on

Parks Board Rec/Animal

Via: ☐ website ☐ mail ☒ in person ☐ referral ☐ newspaper

Applicant Interview Scheduled: 5-25-11 6pm

☐ Statement & Oath Completed

Attended Applicant's Reception? ☐ Yes ☐ No

Appointment made to _____ Term Expires _____ (dates)

☐ No appointment made at this time, retain application for one year.



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: September 5, 2011

Item Number: 6.
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Letter & Applications

Subject

Consider, and act upon, the acceptance of the resignation of Polly Harrison, Board Member for the Public Art Advisory Board and the appointment of a new member to the Public Arts Advisory Board for the unexpired term of July 2010 to July 2012.

Recommendation

A motion to accept the resignation of Polly Harrison and the appointment of _____ to the Public Arts Advisory Board.

Discussion

Polly Harrison has served faithfully as a member of the Public Arts Advisory Board since its inception in July of 2006. Polly has recently relocated out of the City limits. Staff is requesting council to accept the resignation of Polly Harrison and appoint a new member for her unexpired term of July 2010 to July 2012.

Staff contacted each applicant attached to explain the meeting times and responsibilities of the Public Arts Advisory Board. The applicants attached have agreed to serve if appointed.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>CE</u>	<u>9/05/2011</u>
City Manager	_____	_____

Polly Harrison

Wylie, TX 75098

To Whom it May Concern

Due to a pending family move out of the city of Wylie (into Murphy), I must resign my position on the Public Arts Advisory Board effective Thursday, August 18th, 2011. I appreciate the opportunity to serve and will continue to support the community of Wylie while making my home in Murphy.

Sincerely,
Polly Harrison

W001143-090911 - Board & Commission Application**Board & Commission Application Details**

Board & Commission Application Details

Full Name: DeeAnn Ross
Date of Application: 9/9/2011
Please indicate your first, second and third choices below:
First Choice: Public Arts Advisory Board
Second Choice: Public Arts Advisory Board
Third Choice: Public Arts Advisory Board
Interested in serving on Subcommittees that may be formed": No

Contact Information

Home Address:
Telephone:
Cell Phone:
Email:
I have been a Wylie resident for (years): 11
Registered Voter?: Yes

Occupational Information

Business Owner?: Yes
If yes, business name: The Ross Team
Occupation: Realtor
Business Address:
Business Telephone:
Business Email:
Please indicate briefly why you would like to be appointed to a Board or Commission: I enjoy art and large events.

I am aware of the meeting dates and times of the Board/Commission I have applied for and if appointed, I agree to serve on the Board/Commission for which I have applied, or would consider an alternate appointment to a second or third service preference. By submitting this form I agree to the above statement.

Message History

Date
On 9/9/2011 2:10:24 PM, wrote: Request was created by customer

Request Details

*Parks on
Public Art*

Form Information Follows:

NAME - Gaynell Reed

DATE_OF_APPLICATION - 03-26-09

FIRST_CHOICE - Planning and Zoning Commission SECOND_CHOICE - Parks
and Recreation Board THIRD_CHOICE - Public Arts Advisory Board

SUBCOMMITTEE - Yes HOME ADDRESS -

HOME_PHONE -

HOME_FAX - (

HOME_EMAIL -

RESIDENT_YEARS - 4

CONTACT_METHOD - Home Phone

REGISTERED_VOTER - Yes

BUSINESS_OWNER - No

BUSINESS_NAME -

OCCUPATION -

BUSINESS_ADDRESS -

BUSINESS_PHONE -

BUSINESS_FAX -

BUSINESS_EMAIL -

WHY_INTERESTED - It is simple "I love Wylie". I recently retired from Texas
Dept. of Criminal Justice with twenty six years of service. I am very interested in
the community and it's positive survival.

Submit - Submit

End of form information



Board & Commission Application

CITY OF WYLIE Spring 2011

Please return your completed application to the City Secretary's Office at 300 Country Club Road, Building 100, Wylie, Texas 75098.

Name: Gerald Dunn

Please indicate your first, second and third preference below.

- | | |
|---|--|
| <input type="checkbox"/> Construction Code Board | <input type="checkbox"/> Planning & Zoning Board |
| <input type="checkbox"/> Library Board | <input checked="" type="checkbox"/> Wylie Economic Development Corporation Board |
| <input checked="" type="checkbox"/> Parks & Recreation Board | <input type="checkbox"/> Zoning Board of Adjustments |
| <input checked="" type="checkbox"/> Animal Shelter Advisory Board | <input type="checkbox"/> Public Arts Advisory Board |

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____

Telephone: _____ ax: _____

E-mail: _____

I have been a Wylie Resident for 4 years

Registered voter? ☒ Yes ☐ No

Occupational Information

Business Owner? ☐ Yes ☐ No

Business Name: Ericsson

Occupation: Network Engineer

Business Address: _____

Telephone: _____ Fax: _____

Have you ever or do you currently serve on any city boards?

☐ Yes ☒ No

If so, what board/city and dates? _____

Are you involved in any community activities? (Civic or Hobbies)

☒ Yes ☒ No

Disc Golf instructor, Toastmasters,

Please indicate briefly why you would like to be appointed to a Board or Commission:

To serve the city and bring positive
changes to the general public and ^{improve} overall city
satisfaction.

I am aware of the meeting dates and times of the board/commission I have applied and if appointed, I agree to serve on the Board/Commission which I have applied, or would consider an alternate appointment to a second or third service preference.

Gerald Dunn
Signature

5-16-11
Date

OR OFFICE USE ONLY

Date Application Received 5-16-11

New Applicant? ☒ Yes ☐ No If no, applicant previously served on

Parks Board Rec/Animal

Via: ☐ website ☐ mail ☒ in person ☐ referral ☐ newspaper

Applicant Interview Scheduled: 5-25-11 6pm

☐ Statement & Oath Completed

Attended Applicant's Reception? ☐ Yes ☐ No

Appointment made to _____ Term Expires _____ (dates)

☐ No appointment made at this time, retain application for one year.



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Public Services
Prepared By: Mike Sferra
Date Prepared: August 26, 2011

Item Number: 7.
(City Secretary's Use Only)
Account Code: 620-5730-58410
Budgeted Amount: \$360,000
Exhibits: Contract Documents

Subject

Consider, and act upon, authorizing the City Manager to execute a construction contract with Texas Dirt Contractors in the amount of \$286,043.00 for the Holiday Terrace and Rush Creek Wastewater Rehabilitation Project.

Recommendation

Motion authorizing the City Manager to execute a construction contract with Texas Dirt Contractors in the amount of \$286,043.00 for the Holiday Terrace and Rush Creek Wastewater Rehabilitation Project.

Discussion

Funds were approved in the FY10-11 Sanitary Sewer Repair and Replacement fund for the replacement of a deteriorated line in the Holiday Terrace subdivision and an undersized line in the Rush Creek subdivision.

On July 7, 2011 five potential bidders attended a mandatory pre-bid meeting, and on July 13, 2011 two bids were received for the project as shown on the attached bid tabulation.

In Holiday Terrace, 1,092 linear feet of existing six-inch PVC line will be replaced due to deterioration. It will be replaced with 1,092 linear feet of eight-inch SDR-35 PVC pipe and 62 linear feet of six-inch SDR-35 PVC pipe. Two existing manholes that are badly cracked will also be replaced, and 18 service connections will be replaced to the property line.

At Rush Creek, the existing eight-inch PVC line will be replaced because it is undersized due to the growth in the service area. It will be replaced with 496 linear feet of ten-inch SDR-26 PVC pipe, 1,076 linear feet of ten-inch SDR-35 PVC pipe, and 52 linear feet of eight-inch SDR-35 PVC pipe. The work also includes seven manholes and four connections. There are no service connections on this particular line. The line being replaced is basically an interceptor line that drains four subdivisions. In addition, the old lift station that was converted to a junction box as the service area developed is being removed. The City Attorney has reviewed the contract documents.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>MS</u>	<u>08/26/11</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

PROPOSAL
TO
CITY OF WYLIE, TEXAS

FOR
HOLIDAY TERRACE AND RUSH CREEK WASTEWATER
REHABILITATION PROJECTS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are these named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications, and the plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER as therein set forth.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the ENGINEER, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the ENGINEER, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The undersigned hereby agrees to commence work within ten (10) days after the date written notice to do shall have been given to him, **to substantially complete the work within 150 consecutive calendar days, and to achieve final completion of all work within 180 consecutive calendar days** after the date when the Contract Time commences to run, subject to such extensions of time as are provided by the General Provisions and Special Conditions. The undersigned further agrees that OWNER may assess liquidated damages in the amount of \$240 per calendar day for each day that expires beyond the contract completion dates until the work is substantially and/or finally completed.

HELMBERGER ASSOCIATES, INC.

CIVIL ENGINEERING
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL ENGINEERING

July 27, 2011

Mr. Mike Sferra, Public Service Director
City of Wylie
300 Country Club Road
Wylie, Texas 75098

RE: Sanitary Sewer Retrofit Project
Holiday Terrace and Rush Creek Subdivisions

Dear Mr. Sferra,

A bid opening was held at 2:00 PM on July 13, 2011, in the office of the purchasing department at 300 Country Club Road. Mr. Jim Holcomb, Purchasing Agent, facilitated the bid opening.

Two (2) bids were received and opened.

The bidders were Whitewater Construction, Inc. with a bid total of \$384,542.00 and Texas Dirt Contractors with a bid total of \$286,043.00. A copy of the bid tabulation is attached to this letter.

The apparent low bidder is Texas Dirt Contractors with a bid of \$286,043.00.

Whitewater Construction took no issue with any of the contract requirements.

Texas Dirt Contractors took exception with one (1) issue.

The issue is the contract time allowed in the contract. They state that they feel that 60 days is NOT enough time to obtain substantial completion on the project (our contract documents stated that they would reach substantial completion in 60 days and final completion in 90 days). They state that they will work the jobs consecutively with the Holiday Terrace project being substantially complete within the initial 60 days and Rush Creek 90 days later.

I have worked with Texas Dirt Contractors on numerous projects and they are more than capable of handling this project. They are financially stable and have the men and equipment required to perform the work.

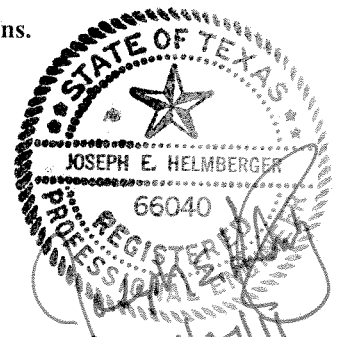
Our recommendation (because of the tremendous difference in cost is to allow the additional working days and award the contract to Texas Dirt Contractors.

Thank you for the opportunity to be of service and please call with any comments or concerns.

Sincerely,

HELMBERGER ASSOCIATES, INC.

Joseph E. Helmsberger, P.E.
Vice President
12015-1



1525 BOZMAN ROAD, WYLIE, TEXAS 75098 Phone (972) 442-7459 Fax (972) 442-1428
TBPE REGISTRATION No. F-000756

Holiday Terrace

No.	Item	Quantity	Unit	Whitewater		Texas Dirt	
1	Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
2	8" SDR-35 PVC	1,092.00	LF	\$ 72.00	\$ 78,624.00	\$ 26.00	\$ 28,392.00
3	4' Diameter Manhole	2.00	EA	\$ 3,000.00	\$ 6,000.00	\$ 4,200.00	\$ 8,400.00
4	6" SDR-35 PVC	42.00	LF	\$ 72.00	\$ 3,024.00	\$ 35.00	\$ 1,470.00
5	4" Services	18.00	EA	\$ 1,500.00	\$ 27,000.00	\$ 700.00	\$ 12,600.00
6	Connect To Ex. Manhole	1.00	EA	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
7	Connect to Ex. 6" Sewer	1.00	EA	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00
8	Remove Ex. 6" Sewer	1,134.00	LF	\$ 1.00	\$ 1,134.00	\$ 13.00	\$ 14,742.00
9	Remove Ex. Manhole	2.00	EA	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
10	Temp. Connection Nightly	1.00	LS	\$ 500.00	\$ 500.00	\$ 12,000.00	\$ 12,000.00
11	Hydromulch and Water	2,500.00	SY	\$ 2.00	\$ 5,000.00	\$ 2.75	\$ 6,875.00
12	Silt Fence	100.00	LF	\$ 3.00	\$ 300.00	\$ 5.00	\$ 500.00
13	Trench Safety	1,134.00	LF	\$ 1.00	\$ 1,134.00	\$ 1.75	\$ 1,984.50
14	Clearing and Grubbing	1.00	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
15	Vacuum Test Manhole	2.00	EA	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
16	Air, Mandrel and TV Test	1,134.00	LF	\$ 4.00	\$ 4,536.00	\$ 2.00	\$ 2,268.00
17	SWPPP	1.00	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00

Total Holiday Terrace

\$ 138,902.00

\$ 118,731.50

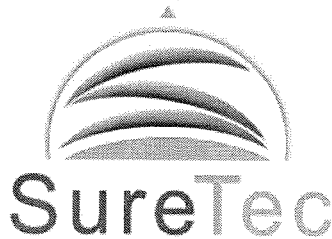
Rush Creek

No.	Item	Quantity	Unit	Whitewater		Texas Dirt	
1	Mobilization	1.00	LS	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
2	10" SDR-26 PVC	496.00	LF	\$ 100.00	\$ 49,600.00	\$ 30.00	\$ 14,880.00
3	10" SDR-35 PVC	1,076.00	LF	\$ 85.00	\$ 91,460.00	\$ 29.00	\$ 31,204.00
4	8" SDR-35 PVC	52.00	LF	\$ 85.00	\$ 4,420.00	\$ 35.00	\$ 1,820.00
5	4' Diameter Manholes	7.00	EA	\$ 5,000.00	\$ 35,000.00	\$ 4,200.00	\$ 29,400.00
6	Connect To Ex. Manhole	3.00	EA	\$ 500.00	\$ 1,500.00	\$ 3,000.00	\$ 9,000.00
7	Connect to Ex. 8" Sewer	1.00	EA	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00
8	Cap Ex. 6" Sewer	2.00	EA	\$ 250.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00
9	Cap Ex. 8" Sewer	6.00	EA	\$ 250.00	\$ 1,500.00	\$ 1,000.00	\$ 6,000.00
10	Remove Ex. Junction Box	1.00	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
11	Remove Ex. Manhole	1.00	EA	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
12	Hydro-mulch and Water	5,700.00	SY	\$ 5.00	\$ 28,500.00	\$ 2.75	\$ 15,675.00
13	Clearing and Grubbing	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
14	Silt Fence	1,700.00	LF	\$ 3.00	\$ 5,100.00	\$ 4.50	\$ 7,650.00
15	Trench Safety	1,782.00	LF	\$ 1.00	\$ 1,782.00	\$ 1.75	\$ 3,118.50
16	Air, Mandrel and TV Test	1,782.00	LF	\$ 4.00	\$ 7,128.00	\$ 2.00	\$ 3,564.00
17	Vacuum Test Manholes	7.00	EA	\$ 200.00	\$ 1,400.00	\$ 500.00	\$ 3,500.00
18	SWPPP	1.00	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
	Total Rush Creek				\$245,640.00		\$ 167,311.50

Total Both Projects

\$384,542.00

\$286,043.00



Original

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Perry Marker dba Texas Dirt Contractors
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Wylie
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Holiday Terrace and Rush Creek Wastewater Rehabilitation Project

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 13th day of July, 2011.

Perry Marker dba Texas Dirt Contractors
(Principal)

BY: [Signature]

TITLE: office manager Louise E. Marker

SURETEC INSURANCE COMPANY

BY: [Signature]

Beverly Webb , Attorney-in-Fact

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Beverly Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Perry Marker dba Texas Dirt Contractors

Obligee: City of Wylie

Amount: \$ Five Percent of the Greatest Amount Bid (5% GAB)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

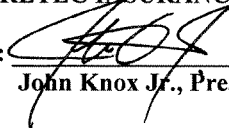
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

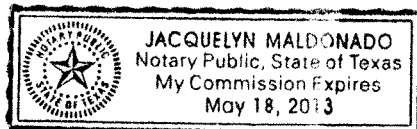
By: 
John Knox Jr., President


State of Texas
County of Harris

ss:




On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of July, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Form A.2.

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

COUNTY OF

Collin§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into on this the 1st day of SEPTEMBER, 20 11
by and between the CITY OF WYLIE (hereinafter referred to as "OWNER") and TEXAS DIET CONTRACTORS
(hereinafter referred to as "CONTRACTOR"). In consideration of the mutual
covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

HOLIDAY TERRACE AND RUSH CREEK WASTE WATER REHABILITATION
PROJECT.

Plans and Specifications prepared by:

HELMBERGER ASSOCIATES, INC.

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR's own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefor; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

180 The CONTRACTOR shall perform and complete all the items of work listed and referred to in the Contract Documents within 180 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR:

ATTEST:

OWNER:

ATTEST:

TEXAS DIET CONTRACTORS

David A. Helmburger

By: David A. Helmburger

Printed Name:

By: _____

Printed Name:

Title: OWNER

David A. Helmburger

Title: _____

PERMANENT MARKER

Form A.3.

Bond No. 5118667

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF, Collin

KNOW ALL MEN BY THESE PRESENTS:

THAT Texas Dirt Contractors, a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is 2607 Manor Way of the City of Dallas, County of Dallas, State of Texas (hereinafter referred to as "Principal"), and SureTec Insurance Company (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of Texas and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Wylie (hereinafter referred to as "OWNER") in the penal sum of \$ 286,043.00 (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents;

WHEREAS, the Principal has entered into a certain written Contract with the OWNER, dated the 1st day of September 20 11, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of Holiday Terrace and Rush Creek Waste Water Rehabilitation Project

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications, and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Article 7.18-1 of the Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the 1st day of September 20 11.

WITNESS

WITNESS

PRINCIPAL

Printed/Typed Name

Title:

Company:

Address:

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:
 Name: Leanne Insuranc Agency
 Address: PO Box 916 Leansville TX 75067
 Phone number: 972-436-6608

Note: Date of Bond must NOT be prior to date of Contract.

Form A.4

Bond No. 5118667

PAYMENT BOND

STATE OF TEXAS

COUNTY OF: Collin

KNOW ALL MEN BY THESE PRESENTS:

THAT Texas Dirt Contractors, a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is 2607 Manor Way of the City of Dallas, County of Dallas, State of Texas, (hereinafter referred to as "Principal"), and SureTec Insurance Company (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of Texas and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Wylie (hereinafter referred to as "OWNER") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \$286,043.00 (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the OWNER, dated the 1st day of September 2011, in which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of Holiday Terrace and Rush Creek Waste Water Rehabilitation Project

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the 1st day of September, 2011.

WITNESS

[Signature]

PRINCIPAL

[Signature] Texas Dirt Contractors

Printed/Typed Name: *[Signature]*Title: *[Signature]*

Company: Texas Dirt Contractors

Address: 2607 Manor Way, Dallas, TX 75235

SURETY

[Signature]

Printed/Typed Name: Beverly Webb

Title: Attorney-in-Fact

Company: SureTec Insurance Company

Address: 5741 Legacy Drive, Suite 210, Plano, TX 75024

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: Lewisville Insurance Agency, Inc.
Address: P.O. Box 916, Lewisville, TX 75067
Phone Number: 972-436-6628

Note: Date of Bond must NOT be prior to date of Contract.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Beverly Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Perry Marker dba Texas Dirt Contractors
Obligee: City of Wylie
Amount: \$ 286,043.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

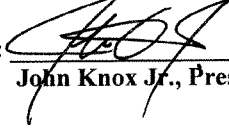
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

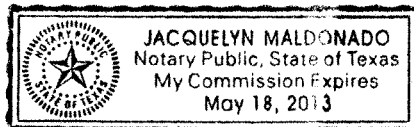
By: 
 John Knox Jr., President

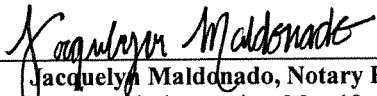
State of Texas
 County of Harris

ss:



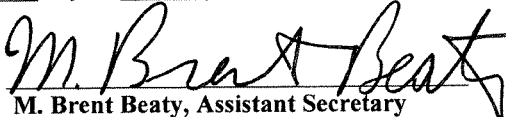
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of September, 2011, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2011

PRODUCER

LEWISVILLE INSURANCE AGENCY
PO Box 916
Lewisville, TX 75067-0916
(972) 436-6608

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

TEXAS DIRT CONTRACTORS
PERRY MARKER INDIVIDUAL
P O BOX 36348
DALLAS, TX 75235-6348

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: UNITED FIRE GROUP

INSURER B: PROGRESSIVE

INSURER C: ACE AMERICAN INSURANCE COMPANY

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	85311247	6/15/11	06/15/12	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B		AUTOMOBILE LIABILITY	04477773-0	12/17/10	12/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	OCAN04192072002	06/15/11	06/15/12	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below:				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER EQUIPMENT	IM8045061	06/15/11	06/15/12	910,332 RENTED 25,000
A		BUILDING	85311247	06/15/11	06/15/12	159,000
A		PERSONAL PROPERTY	85311247	06/15/11	06/15/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ALL LIABILITY POLICIES CONTAIN CROSS LIABILITY AND SEVERABILITY OF INTEREST CLAUSE. THE POLICY INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE CITY AND THE ENGINEER WITH RESPECT TO WORKERS' COMPENSATION, GENERAL LIABILITY AND AUTO POLICIES. ENDORSEMENTS ATTACHED

CERTIFICATE HOLDER

CITY OF WYLIE
300 COUNTRY CLUB RD
WYLIE, TX 75098

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: UNITED FIRE 85311247 06/15/11-16/15/12 TEXAS DIRT CONTRACTORS

COMMERCIAL GENERAL LIABILITY

CG 20 10 1185

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS - Form B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF WYLIE
300 COUNTRY CLUB RD
WYLIE, TX 75098

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER: UNITED FIRE 85311247 06/15/11-06/15/12
TEXAS DIRT CONTRACTORS COMMERCIAL GENERAL LIABILITY
CG 24 01 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

CITY OF WYLIE
300 COUNTRY CLUB RD
WYLIE, TX 75098

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the schedule above.

TE 20 46A
(Ed. Effective 3/92)

**CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective 12/17/10	Policy Number 04477773-0
Named Insured TEXAS DIRT CONTRACTORS	Countersigned by

The CONDITION entitled "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" does not apply to

**CITY OF WYLIE
300 COUNTRY CLUB RD
WYLIE, TX 75098**

Any person or organization which a Named Insured has by written contractual agreement executed prior to an occurrence or accident agreed to waive its recovery rights.

FORM TE 20 46A - CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
TO US (WAIVER OF SUBROGATION)
Texas Standard Automobile Endorsement
Prescribed March 16, 1992

WC 42 03 04A (Ed. 01-00)
(01-00)**TEXAS WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the Insurance provided in the policy because Texas is shown in Item 3.A of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
Name of person or organization:

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS
3. Premium
The premium charge for this endorsement shall be ____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective: 06/15/11
Endorsement No.

Policy No. OCAN04192072002

Insured: TEXAS DIRT CONTRACTORS

Premium \$

Insurance Company:
Countersigned by



Sc 273a (01-00)
WC 42 03 04A (Ed. 01-00)



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>September 13, 2011</u>	Item Number:	<u>8.</u>
Department:	<u>Public Services</u>		<i>(City Secretary's Use Only)</i>
			<u>447-5447-58150</u>
Prepared By:	<u>Mike Sferra</u>	Account Code:	<u>7CA-6570</u>
Date Prepared:	<u>August 23, 2011</u>	Budgeted Amount:	<u>\$343,121</u>
		Exhibits:	<u>Contract Documents</u>

Subject

Consider, and act upon, authorizing the City Manager to execute a construction contract in the amount of \$343,121.00 to Musco Sports Lighting, LLC for the installation of sports lighting as part of the 2011 Community Park Improvements Project.

Recommendation

Motion to authorize the City Manager to execute a construction contract in the amount of \$343,121.00 to Musco Sports Lighting, LLC for the installation of sports lighting as part of the 2011 Community Park Improvements Project.

Discussion

As part of the improvements to Community Park, athletic field lighting for baseball will be installed. The sports lighting components are provided by Musco Sports Lighting, LLC, an industry leader in this type of equipment. All equipment including installation costs are available through Buy Board, and therefore they have already been subject to the competitive bidding process. The City already has existing Musco sports lighting at the developed part of Founders Park, and it has proven to be extremely reliable and trouble free for the past ten years. Additional Musco lighting was installed with the recent improvements at Founders Park.

On June 14, 2011, Council approved a construction contract for the 2011 Community Park Improvements Project. That agenda item explained that a loan in the approximate amount of \$440,500 would be used to acquire the athletic lights. The loan amount includes the Musco lighting, plaza and infield lighting package (conduit and conductor), outfield lighting package (conduit and conductor), and one light pole relocation. The delivery time for the athletic lights is 30 – 45 days after receipt of order. The Finance Department is preparing the agenda item regarding the loan for the October 11 Council meeting.

The proposed equipment is from Musco's line of Light Structure Green™ Sports Lighting which has many desirable features including:

- Precast concrete bases
- Galvanized steel poles
- No maintenance costs for 25 years (25 year warranty on all lamps, ballasts, fuses, and light levels)
- 50% less spill lighting than previous Musco technology

- A group relamp performed at no cost at 5,000 hours
- Reduced energy consumption
- Factory wired, aimed and tested
- Digital cell communication for remote controlling and programming of light operation and scheduling

Musco is a business based in Iowa for 30 years, and their lighting components are used extensively on a wide range of sports venues throughout the world including the Olympics, Daytona International Speedway, Disney, USTA Tennis, US Soccer Foundation, Little League Baseball and Softball, etc.

Musco provides their own contractor to install the equipment, and they will coordinate with the project's General Contractor on scheduling and sequencing of the work.

The City Attorney has reviewed the contract documents, and the vendor agrees to all terms and conditions.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	MS	08/23/ 2011
City Manager	MM	9/9/11

AGREEMENT FOR NEW LIGHTING AT COMMUNITY PARK

This Agreement (the "Agreement") is made and entered into this the 29 day of August, 2011, by the City of Wylie, Texas (hereinafter called the "City"), a Texas municipal corporation, and Musco Sports Lighting, LLC, an Iowa Limited Liability Company (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City desires to install new lighting for Wylie Community Park Softball & Baseball, Project No. 145319 (the "Community Park"); and

WHEREAS, Contractor specializes in the installation of sports complex lighting, using the Light Structure Green System; and

WHEREAS, pursuant to § 791.001, *et seq.*, Texas Government Code, the City located Contractor through an interlocal cooperation contract, and is therefore not required to submit to the competitive bidding requirements; and

WHEREAS, City has determined that it is in the best interest of the public to hire Contractor to install the lighting and provide the services described herein.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall install sports lighting equipment, using the Light Structure Green System at Community Park (the "Project") upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the work as specified by the terms and conditions of the Agreement Documents.

2. Term.

Performance of the Project shall commence upon the execution of this Agreement. The Project shall be fully operational within three hundred sixty five (365) days of commencement of the Project, as solely determined by the City.

3. Contract Price.

In exchange for those services described in the Agreement Documents, the City agrees to pay Three hundred forty-three thousand one hundred twenty-one dollars and 00/100 (\$343,121.00), which includes the cost identified in Exhibit "A," attached hereto and incorporated herein for all purposes, and the payment and performance bonds. The Contractor may invoice the City for:

- the sports lighting equipment upon delivery of the sports lighting equipment. The City shall pay the Contractor the full invoiced amount within thirty (30) days after receiving the invoice.

- the installation of sports lighting equipment once the installation of the sport lighting equipment is completed. The City shall pay the Contractor the full invoiced amount within thirty (30) days after receiving the invoice.

The City will withhold five percent (5%) of the installation invoice as retainage until the sports lighting equipment is accepted by the City as fully operational.

4. Agreement Documents.

The “Agreement Documents”, as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement; and
- B. The Musco Buy Board Quote attached hereto as Exhibit “A.”
- C. The Scope of Work attached hereto as Exhibit “B.”

This Agreement shall incorporate the terms of Exhibit “A” in its entirety. To the extent that Exhibit “A” is in conflict with provisions of this Agreement, the provisions of this Agreement shall prevail over the provisions of Exhibit “A,” and the provisions of Exhibit “A” shall prevail over the provisions of Exhibit “B.”

5. Performance and Payment Bond.

At the time of execution of this Agreement, City shall require Contractor to execute and deliver to the City the following:

- a. A payment bond equal to the total cost of the Project, with a reputable and solvent corporate surety, in favor of City, to indemnify City against any claims for nonpayment of any part of the construction work performed in connection with the Project.
- b. A performance bond in an amount equal to the total cost of the Project, with a reputable and solvent corporate surety, in favor of the City, to guaranty construction and completion of the Project.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City. Contractor shall present the City with a copy of their Certificate of Insurance, which

shall name the City as an additional insured party. Certificates of Insurance shall be provided to the City in the following amounts:

General Liability: \$1,000,000.00 injury/property damage per occurrence, \$2,000,000.00 General Aggregate

Commercial Auto: \$1,000,000.00 injury/property damage per occurrence, \$2,000,000.00 General Aggregate

Workers Compensation: Statutory Limits

7. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

10. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

11. Ordinances.

Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

12. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

13. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

14. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

15. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Musco Sports Lighting, LLC
Attn: _____
100 1st Avenue West
Oskaloosa, Iowa 52577

If to City, to: City of Wylie
Attn: City Manager
100 Country Club Drive
Wylie, Texas 75098

16. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

18. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

19. Default and Remedies. If any party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The nondefaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

20. Conflict of Interest. Contractor agrees to execute the Conflict of Interest Questionnaire

attached hereto as Exhibit "C."

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2011.

CITY OF WYLIE, TEXAS
a Texas municipality

By: _____
Mindy Manson, City Manager

ATTEST:


APPROVED AS TO FORM:

Carole Ehrlich, City Secretary

ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
Courtney A. Kuykendall, City Attorney

Musco Sports Lighting, LLC
a Texas corporation

Iowa Limited Liability Company

By:  _____
Print Name: James M. Hansen
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Mindy Manson**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Wylie, Texas** and he executed said instrument for the purposes and consideration therein expressed.

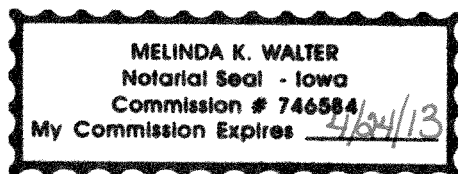
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2011.

Notary Public in and for the State of Texas
My Commission Expires: _____

Iowa
STATE OF TEXAS §
 §
COUNTY OF Nabaska §

BEFORE ME, the undersigned authority, on this day personally appeared James M. Hansen known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **Musco Lighting** and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of August, 2011.



Melinda K. Walter
Notary Public in and for the State of Texas
My Commission Expires: 4/24/13

Exhibit “A”



**Wylie Community Park Softball & Baseball
Wylie, TX**

Date: July 19, 2011

**To: Mike Sferra, City of Wylie
Park/Rec & Field Lighting #364-10
Vendor # 528**

Quotation Price-Materials and Pole In Air Installation

Musco's Light Structure Green™ as described below and delivered to the job site \$343,121.

**includes bonding*

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years, +/- 10% per IESNA RP-06-01
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase

Sales tax of the equipment is not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

Payment Terms

Net 30 days from invoice date

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 280'/300'/280' for Field 1; 225' for Fields 2 & 3; 250' for Field 4
- 480 Volt, 3 Phase electrical system requirement
- Structural code and wind speed = 2006 IBC, 90 MPH Exposure C.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Chris Johnson
Field Sales
Musco Sports Lighting, LLC
Phone: 214-733-2927
E-mail: chris.johnson@musco.com
Fax: 866-930-6190

Exhibit “B”

POLE IN AIR SCOPE OF WORK

Date: July 19, 2011

Project: Wylie Community Park SB BB

Project #: 145319

Owner Responsibilities:

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities not covered under the "One Call", mark irrigation systems, sprinkler heads, verify pole locations and field boundary lines per Musco supplied layout.
3. Extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
4. Electrical design & installation.
5. Provide equipment and materials to install (2) new Lighting Contactor Cabinet and terminate all necessary wiring. Contactor cabinets will be delivered with poles and fixtures.
6. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
7. Check all Zones to make sure they work in both auto and manual mode.
8. 1 hour comprehensive burn of all lights on each zone.
9. Set base line for the DAS (Diagnostic Acquisition System)
10. Provide onsite area for soils disposal.

Musco Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management assistance as needed.

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery. Lighting Contactor Cabinets will need to be given to on-site electrical contractor.
2. Provide storage containers for equipment as needed and dumpsters for disposal of all packing cardboard and debris.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Provide labor and materials to layout new pole locations per Musco drawings.
5. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
6. Provide materials and equipment to install (16) LSS foundations as specified on Layout.
7. Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 70' and below require a #2 bare copper ground conductor. Poles 75' and above require 2/0 bare copper ground conductor. Ground rods to be not less than 5/8"x 8' long, driven vertically into soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure the resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding. **(In some cases it may be required to do whatever is necessary to meet the 25 ohm or less parameter).**

8. Remove spoils to owner designated location at jobsite.
9. Provide materials and equipment to assemble (120) LSG fixtures.
10. Provide equipment and materials to assemble and erect (16) LSS Poles.
11. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
12. Provide startup and aiming as required to provide complete and operating sports lighting system.

Exhibit “C”

Exhibit "C"

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Musco Sports Lighting, LLC

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

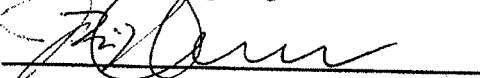
D. Describe each affiliation or business relationship.

None

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Musco Sports Lighting, LLC



Signature of person doing business with the governmental entity

James M. Hansen, Secretary

8/10/11

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond 105636648

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Musco Sports Lighting, LLC
100 1st Avenue, West
Oskaloosa, IA 52577

SURETY

Travelers Casualty and Surety Company of America
One Tower Square
2SHS
Hartford, CT 06183

OWNER (Name and Address):

City of Wylie
2000 Hwy 67N
Wylie, TX 75098

CONSTRUCTION CONTRACT (Purchase Order)

Date: August 29th, 2011

Amount: \$343,121.00

Description (Name and Location): Wylie Community Park SB BB, Project No. 145319

BOND

Date (Not earlier than Construction Contract Date): August 29th, 2011

Amount: \$343,121.00

Modifications to this Bond:

☐ None

☒ See Page 3

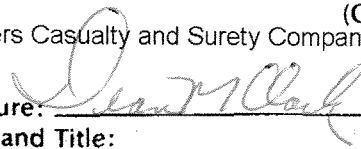
CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting, LLC (Corporate Seal)

Signature: 
Name and Title:

SURETY

Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: 
Name and Title:
Dean M. Clark, Attorney-in-Fact

(Any additional signatures appear on page 3)

Non-Resident TX Licensed Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Reynolds and Reynolds, Inc.
300 Walnut, Suite 200
Des Moines, IA 50309

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Bond 105636648

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Musco Sports Lighting, LLC
100 1st Avenue, West
Oskaloosa, IA 52577

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
2SHS
Hartford, CT 06183

OWNER (Name and Address):

City of Wylie
2000 Hwy 67N
Wylie, TX 75098

CONSTRUCTION CONTRACT

Date: August 29th, 2011

Amount: \$343,121.00

Description (Name and Location): Wylie Community Park SB BB, Project No. 145319

BOND

Date (Not earlier than Construction Contract Date): August 29th, 2011

Amount: \$343,121.00

Modifications to this Bond:

None

YES See Page 6

CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting, LLC (Corporate Seal)

Signature: _____
Name and Title:

(Any additional signatures appear on page 6)

SURETY

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: _____
Name and Title: Dean M. Clark, Attorney-in-Fact

Non-Resident TX Licensed Agent

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Reynolds & Reynolds, Inc.

300 Walnut, Suite 200

Des Moines, IA 50309

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this

Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

Signature:

Name and Title:

Address:

Limited Maintenance Provision

Rider

To be attached to and form part of bond no. 105636648 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting LLC in the amount Three Hundred Forty-Three Thousand One Hundred Twenty-One and No/100ths (\$343,121.00) and dated August 29th, 2011 in favor of City of Wylie for Wylie Community Park SB BB, Project No. 145319

Principal shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By: _____

Travelers Casualty and Surety Company of America

By: _____

Dean M. Clark , Attorney-in-Fact
Licensed Texas Agent

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223002

Certificate No. 004226437

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dean M. Clark, Diane M. Vanderpool, Judy L. Gearhart, Sandra K. Bell, Rhonda S. Siberz, Stanley J. Reynolds, John F. Pray, Jr. (Jack), and James Edgar Williamson

of the City of Des Moines, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 9th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 20 11.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Musco Sports Lighting, LLC Attn: Karyl Thomas P O Box 808 Oskaloosa, IA 52577	INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUT CAS CO A- XII INSURER B: STARR IND & LIAB CO A X c/o RT Specialty INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 21415 38318	

COVERAGES**CERTIFICATE NUMBER:** 22630990**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			2D5362512	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2E5362512	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SISCSEL01525211	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2P5362512 2S5362512 2M5362512 2Z5362512	07/01/11 07/01/11 07/01/11 07/01/11	07/01/12 07/01/12 07/01/12 07/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			2C5362512	07/01/11	07/01/12	Limit 300,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Wylie Community Park, #145319

City of Wylie, TX is included as an Additional Insured on the Commercial General Liability policy for work performed by the Named Insured when required by written contract or agreement.

CERTIFICATE HOLDERCity of Wylie, Texas
100 Country Club Drive
Wylie, TX 75098

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED — CONSTRUCTION CONTRACTS
INCLUDING COMPLETED OPERATIONS**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added to your policy and where a Certificate of Insurance showing that person or organization as an additional insured has been issued.

The written contract or agreement must be:

- (a) Currently in effect or becoming effective during the term of this policy; and
- (b) Executed prior to the "bodily injury" or "property damage."

The insurance provided to the additional insured is limited as follows:

- 1. That person or organization is only an additional insured with respect to liability arising out of "your work" performed for that additional insured by or for you.
- 2. The limits of insurance applicable to the additional insured are those specified in the Declarations for this policy or in the written contract or agreement, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- 3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders or design and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

- 4. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or any other basis, unless a contract specifically requires that this insurance be primary, or you request that it apply on a primary basis.

When coverage is provided on a primary basis we will not seek contribution from any other insurance available to that additional insured if a contract requires that this insurance be noncontributory, or you request that it apply on a noncontributory basis.

- 5. All other terms and conditions of this policy remain unchanged.



EMC Insurance Companies

GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We recognize you may waive any right of subrogation we may have against any person or organization because of payments we make under this Coverage Part for injury or damage. Such waiver must be part of an "insured contract" executed by you prior to the occurrence of any loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

We have the right to recover our payments from anyone liable for a "loss" covered by this policy. We will not enforce our right against the person or organization named in the schedule below.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule below.

SCHEDULE	PREMIUM
MID AMERICAN ENERGY	INCLUDED
UNION PACIFIC RAILROAD	INCLUDED
AS REQUIRED BY CONTRACT	INCLUDED



Wylie City Council

AGENDA REPORT

Meeting Date: September 13, 2011
Department: Engineering
Prepared By: Chris Holsted
Date Prepared: 9/6/11

Item Number: 9.
(City Secretary's Use Only)
Account Code: N/A
Budgeted Amount: N/A
Exhibits: Rate Study, Ordinance

Subject

Consider and act upon approval Ordinance No. 2011-20 amending Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule.

Recommendation

Motion to approve an Ordinance amending Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule.

Discussion

On December 14, 2010 Council held a work session to discuss the water and sewer rate study prepared by McLain Decision Support Systems. The study incorporates the water and sewer capital improvements plan (CIP), outstanding debt service, the proposed wholesale water rate increases from the North Texas Municipal Water District, the transfer to the general fund, and the expansion of the Public Works Service Center. The report was updated in June, 2011 based on information contained in the Indirect Cost Study which identified personnel expenses attributable to the utility fund.

An approximately 6.75% increase per year over the four years is proposed in the updated rate study. The attached ordinance incorporates these recommendations into the water and sewer rates for FY 2012.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Director	<u>CH</u>	<u>09/06/2011</u>
City Manager	<u>MM</u>	<u>9/9/11</u>

ORDINANCE NO. 2011-20

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS; AMENDING SUBSECTION B (WATER RATES) AND SUBSECTION C (SEWAGE COLLECTION AND TREATMENT RATES) OF SECTION 1 (WATER AND SEWER FEES) OF THE WYLIE COMPREHENSIVE FEE SCHEDULE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has adopted Ordinance No. 2009-12 establishing a comprehensive fee schedule ("Comprehensive Fee Ordinance") for the City of Wylie, Texas ("Wylie"); and

WHEREAS, the Comprehensive Fee Ordinance includes fees for water and sewer; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule. Amendment to the Wylie Comprehensive Fee Schedule Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule are hereby amended as identified in Exhibit "A", attached hereto and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 13th day of September, 2011.

Eric Hogue, Mayor

**ATTESTED AND
CORRECTLY RECORDED:**

Carole Ehrlich, City Secretary

Date to be published in *The Wylie News* – September 21, 2011

Exhibit “A”

WYLIE COMPREHENSIVE FEE SCHEDULE

I. WATER AND SEWER FEES.

B. Water Rates.

- (1) The following monthly water rates shall apply to all domestic residential customers within the corporate limits of the City of Wylie, Texas. **ALL PRICES ARE FOR 1,000 GALLONS OF METERED WATER.**
 - (a) Monthly minimum charge for first 1,000 gallons of metered water consumption: \$10.00
 - (b) Volume charge for all consumption exceeding 1,000 gallons:
 - 1,001 to 10,000 gallons: \$3.36
 - Over 10,000 gallons: \$4.37
- (2) The following monthly water rates shall apply to all domestic commercial customers, (other than apartments, mobile home parks and other multi-unit dwellings not individually metered) within the corporate limits of the City of Wylie, Texas:
 - (a) Monthly minimum charge for first 1,000 gallons of metered water consumption: \$13.65
 - (b) Volume charge for all consumption exceeding 1,000 gallons: \$3.82
- (3) The following water rates shall apply to all domestic apartments, mobile home parks, and other multi-unit dwellings, not individually metered, within the corporate limits of the City of Wylie, Texas:
 - (a) Monthly minimum charge for first 1,000 gallons of metered water \$13.65
 - (b) Volume charge for all consumption exceeding 1,000 gallons \$3.82
- (4) The following monthly water rates shall apply to all irrigation meters within the corporate limits of the City of Wylie, Texas:
 - (a) Monthly minimum charge for first 1,000 gallons of metered water:
 - (1) Residential irrigation \$10.00
 - (2) Commercial & Multifamily \$13.65

- (b) Volume charge for all consumption exceeding 1,000 gallons:
 - (1) Residential irrigation \$4.83
 - (2) Commercial irrigation..... \$4.83
- (5) The monthly water charge for any customers (residential, commercial, apartment, mobile home park, or other multi-unit dwelling not individually metered) located outside the corporate limits of the City of Wylie, Texas, shall be at the rate of one hundred fifteen percent (115%) of the rate charged customers inside the corporate limits of the City.
- (6) Any bulk water customer who desires to withdraw water from a hydrant or other source not metered and charged directly to them, shall fill out a water application form and sign the form in the same manner as a regular metered customer. Bulk water rate charges are to be charged in twenty-five (25) gallon increments at the same rates as the commercial customers.

C. Sewage Collection and Treatment Rates.

- (1) The following monthly sewage collection and treatment rates shall apply to all residential customers of the City of Wylie, Texas:
 - (a) Customers who are 65 years of age or older and have a homestead exemption on the service address which appears in the tax records..... \$22.22
 - (b) Customers who are disabled and have a homestead exemption on the service address which appears in the tax records \$22.22
 - (c) All other customers \$30.09
- (2) The following monthly sewage collection and treatment rates shall apply to all commercial customers of the City of Wylie, Texas:
 - (a) Monthly minimum charge first 1,000 gallons of metered water..... \$24.16
 - (b) Volume charge for all consumption exceeding 1,000 gallons.....\$ 2.04
- (3) A sewer fee of thirty dollars and nine cents (\$30.09) shall be charged for each apartment unit, multiple-family unit, or mobile home space and special areas such as washateria, swimming pools, etc., where the apartment, multiple-family development or mobile home park is on a master meter for water consumption with the City of Wylie, Texas.
- (4) The monthly sewer charge for any customers (residential, commercial, apartment, mobile home park, or other multi-unit dwelling not individually metered) located outside the corporate limits of the City of Wylie, Texas, shall be at the rate of one hundred fifteen percent (115%) of the rate charged customers inside the corporate limits of the City.

- (5) The monthly water and sewer rate charge for residential and commercial customers located outside the corporate limits of the City of Wylie, Texas, shall be at the rate of one hundred fifteen percent (115%) of the rate charged customers inside the corporate limits of the City.

REPORT ON WATER & WASTEWATER RATES

CITY OF WYLIE, TEXAS

REVISED JUNE 20, 2011



Government Utility Rate Group
2201 Rockbrook Dr., Suite 1315
Lewisville, TX 75067

(214) 488-8808 ~ Fax (972) 692-5397
bob@mclaindss.com

City of Wylie, Texas

Update of Water & Wastewater Rates



June 20, 2011

Linda Bantz
Director of Finance
City of Wylie
2000 Hwy. 78 North
Wylie, TX 75098

Re: Final Report on Water & Wastewater Rates

Dear Ms. Bantz:

Enclosed is the Final Report on Water & Wastewater Rates, prepared by McLain Decision Support Systems (McLainDSS) for the City of Wylie. The report conveys the findings, conclusions, and recommendations of our firm with respect to the development of water rates to cover the projected water and wastewater costs for the period 2011 - 2019.

The report is structured to provide the reader with a clear and accurate presentation of the revenue and rate issues facing the City of Wylie. However, this study does not constitute an examination of the financial statements of the City of Wylie, and, as such, we cannot and do not express any opinion regarding the validity or accuracy of the financial information provided.

The report includes a significant amount of assumptions and detailed tables and worksheets. The detailed tables, exhibits, and worksheets provide an understanding of where the numbers come from and the related impact the rates will have on the City's customers.

We have appreciated the courtesies and professional relationship extended to us during this engagement by the City's management and staff.

Very truly yours,

Robert McLain
McLain Decision Support Systems

Table of Contents

I. Executive Summary	1
1.1 Purpose of Report.....	1
1.2 Questions to be Answered with this Report.....	1
1.3 Findings/Analysis Related to the Cost of Service.....	2
1.4 Findings/Analysis Related to the Existing Rate Design	6
1.5 Benchmarking With Other Cities.....	9
II. Identify Revenue Requirements	10
2.1 Purpose of This Section	10
2.2 Key Cost of Service Assumptions	10
2.2.1 Growth Assumptions.....	11
2.2.2 Additional Staffing.....	13
2.2.3 Salaries & Benefits.....	14
2.2.4 NTMWD Water Purchase Costs	15
2.2.5 NTMWD Wastewater Treatment Costs	17
2.2.6 Other Operating & Maintenance Costs	21
2.2.7 Non-Operating Costs.....	26
2.2.8 Existing and planned debt	26
2.2.9 Revenue Offsets	30

Appendix A – Supporting Worksheets

List of Figures

I. Executive Summary	1
Figure 1: NTMWD Water Rate/1,000 Gallons	2
1.1 Impact of Financing Scenarios	4
1.2 Impact on Average Combined Water & Wastewater Bills @ 8,000 Gallons	5
1.3 Financing Scenarios– Water	7
1.4 Financing Scenarios – Wastewater	8
Figure 2: Benchmarking with other Cities - Residential.....	9
II. Identify Revenue Requirements	10
2.1 Growth - Water	11
2.2 Growth – Water Billed for Wastewater	12
2.3 Existing & Projected Staffing Levels.....	13
2.4 Existing & Projected Salary & Benefit Costs	14
2.5 Water Purchases from NTMWD.....	15
2.6 Calculation of the Incremental Increase in NTMWD Water Purchase Cost per Th. Gallons ..	16
2.7 Wastewater Treatment Costs – NTMWD Muddy Creek Wastewater Treatment Plant	17
2.8 Wastewater Treatment Costs – NTMWD Muddy Creek Interceptor	18
2.9 Recap of Wastewater Treatment Costs	19
2.10 Calculation of the Incremental Increase in NTMWD Wastewater Cost per Th. Gallons.....	20
2.11 Recap of Operating and Maintenance Costs – Utility Administration (5711).....	21
2.12 Recap of Operating and Maintenance Costs – Water Distribution (5712)	22
2.13 Recap of Operating and Maintenance Costs – Engineering (5713).....	23
2.14 Recap of Operating and Maintenance Costs – Sewer Collection (5714).....	24
2.15 Recap of Operating and Maintenance Costs – Utility Billing (5715).....	25
2.16 Recap of Existing Water and Wastewater Debt Service Payments	27
2.17 Recap of Non-Operating Costs	28
2.18 Recap of the Gross Cost of Service	29
2.19 Recap of Revenue Offsets - Services	30
2.20 Recap of Revenue Offsets – All Other Revenue Offsets	31
2.21 Existing & Projected Total Sources of Funds	32
2.22 Recap of the Sources & Uses of Funds.....	33
 Appendix A – Supporting Worksheets	

SECTION I:

EXECUTIVE SUMMARY



SECTION I: EXECUTIVE SUMMARY

1.1. PURPOSE OF REPORT:

The following report describes the findings of the water and wastewater rate study performed for the City of Wylie, and makes recommendations with respect to the rates to be charged to the City's customers. The objectives to be achieved within the scope of the engagement are as follows:

- To develop the bases to be used to project the water and wastewater units of service and cost of service over a multi-year planning period, FY 2011 - 2019;
- To identify the full cost of the water and wastewater services over the multi-year planning period, based on the FY 2011 adopted budget;
- To develop cost-based water and wastewater rates which will provide sufficient annual revenues to meet expenditures for all operating and non-operating costs;
- To develop alternative water and wastewater rates which will provide sufficient annual revenues to meet expenditures for each system's operating and non-operating costs;
- To prepare financial projections using the alternative, supplemented by a description of the key assumptions underlying the projections;
- To create an executive summary documenting our findings and recommendations.

1.2. QUESTIONS TO BE ANSWERED WITH THIS REPORT:

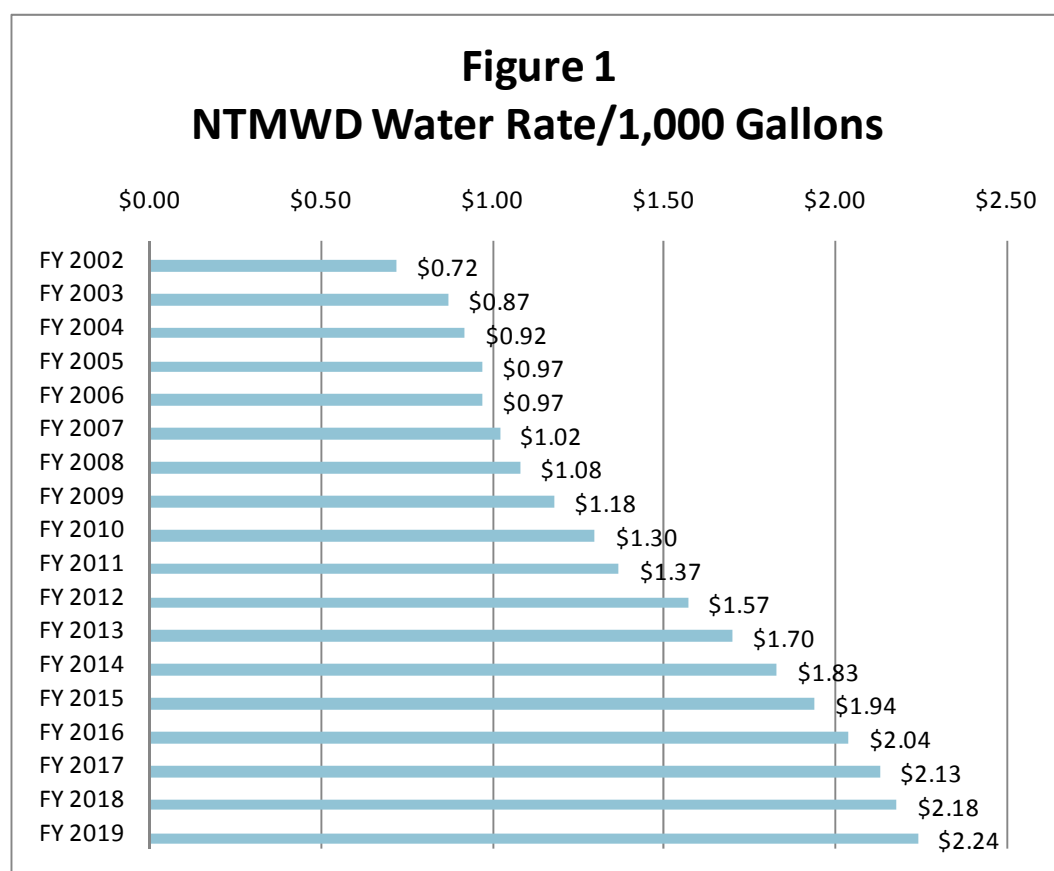
There are several questions that will be answered with this report:

- What is the impact of the increased North Texas Municipal Water District (NTMWD) water purchase costs on overall water revenues required from water rates over the next ten years? (from \$1.25 in FY 2010 to \$2.03 in FY 2019).
- What is the impact of the increased North Texas Municipal Water District (NTMWD) wastewater collection and treatment costs on overall wastewater revenues required from wastewater rates over the next ten years?
- What is the impact of increasing the reimbursement to the General Fund by almost \$800,000 in FY 2011, from \$450,000 to \$1,247,612, and then to \$1,676,997 in FY 2012?

- What is the impact of eliminating the transfer of \$1,500,000 to \$0 in FY 2012?

1.3. FINDINGS/ANALYSIS RELATED TO THE COST OF SERVICE:

- **The water and wastewater enterprise fund was in good financial condition as of 09/30/2009.** The water and wastewater fund ended FY 2009 with \$9,820,167 in operating reserves (working capital) (377 days of total expenditures).
- **The cost of water charged to the City of Wylie by the NTMWD is expected to almost double over the next ten years.** Following is a chart illustrating these increases.



The increased cost per 1,000 gallons, along with increased water purchase volume due to growth, with increase the water payments to NTMWD from \$2,066,680 in FY 2010 to \$3,339,955 in FY 2019 (62%).

City of Wylie, Texas

Update of Water & Wastewater Rates



- **Additionally, the average cost per 1,000 gallons for wastewater collection and treatment charged to the City of Wylie is expected to increase substantially over the next ten years.** Wastewater payments to NTMWD are expected to increase from \$3,394,265 to \$4,713,025 in FY 2019 (39%).

- These increased costs, along with the minimization of the assistance from impact fees, will cause the net increase in the cost of service to be about \$2,500,000 in FY 2012 (28%), and 66% by FY 2019. This will necessitate increasing rates by 40% to 41% over the next nine years.

- **Financial Plan Notice.** Water and wastewater costs have been projected for the period FY 2012 through FY 2019, based on the FY 2011 adopted budget. We believe the underlying assumptions that drive the cost of service through the FY 2019 provide a reasonable basis for management's forecast. However, some assumptions inevitably will not materialize as presented and anticipated events and circumstances may not occur; therefore, the actual results achieved during the forecast periods will vary from the forecast, and the variances may be material. Monitor expenditures very carefully over the planning period, compared to the expenditure levels shown in this report. Because the forecasts are developed upon expenditure levels outlined in this report, any significant increases of expenditures over the planned expenditure levels will affect the sufficiency of revenues over the study period.

Table 1.1 shows the impact of the rate increases.

Table 1.1
Financial Forecast - Bottom Line

Fiscal Year	Percentage Change in Revenues	Operating Reserves	Days of Expenditures
			Target 90 Days
2009	N/A	\$16,264,529	625
2010	N/A	10,138,905	343
2011	5.25%	10,835,230	351
2012	6.75%	5,899,472	173
2013	6.75%	4,765,303	133
2014	6.75%	3,958,411	106
2015	6.75%	3,547,279	91
2016	4.00%	3,650,028	92
2017	3.00%	3,840,238	93
2018	3.00%	4,058,560	95
2019	3.00%	4,367,385	98

3

City of Wylie, Texas

Update of Water & Wastewater Rates



Table 1.2 illustrates the impact of the financial forecast on the average residential users.

Table 1.2 Financial Forecast Impact on Avg. Combined Residential Water & Wastewater Bills @ 8,000 Gallons, with \$3.5 Million Drawdown				
Fiscal Year	Bill	Change		
		\$		%
2010	\$ 56.83	\$ -		0.0%
2011	59.71	2.88		5.1%
2012	63.60	3.90		6.5%
2013	67.76	4.16		6.5%
2014	72.20	4.44		6.6%
2015	76.94	4.74		6.6%
2016	79.94	3.00		3.9%
2017	82.28	2.34		2.9%
2018	84.68	2.41		2.9%
2019	87.16	2.48		2.9%
		\$ 27.46		48.3%

1.4. FINDINGS/ANALYSIS RELATED TO THE EXISTING RATE DESIGN:

■ Water Monthly Minimum Bills:

The existing water rate design consists of a water residential monthly minimum bill of \$8.90, and has not increased in the last decade. The monthly minimum bill for the non-residential meters is \$12.15, and also has not changed in many years. One thousand gallons (1,000) is included in the monthly minimum bill for both residential and non-residential.

■ Water Volumetric Rates:

The volumetric water rates for the residential class consists of a conservation rate, where a rate per thousand gallons of \$2.99 is charged for any monthly consumption up to 10,000 gallons, and \$3.89 for any monthly consumption greater than 10,000 gallons. The rate per thousand gallons for the non-residential class is \$3.40, and the sprinkler rate per 1,000 gallons is \$4.30. The existing rate design for water is illustrated on Table 1.3.

■ Wastewater Monthly Minimum Bills:

The existing residential wastewater rate design consists of a monthly minimum bill of \$27.00, regardless of meter size or customer class.

The existing non-residential wastewater rate design consists of a monthly minimum bill of \$21.50, regardless of meter size or customer class. One thousand gallons (1,000) is included in the monthly minimum bill for the non-residential class.

■ Wastewater Volumetric Rates:

There is no volumetric rate charged to residential customers. The non-residential volumetric wastewater water rate design consists of a rate per 1,000 gallons of \$1.82 for any water consumption over 1,000 gallons.

The existing rate design for wastewater is illustrated on Table 1.4.

City of Wylie, Texas

Update of Water & Wastewater Rates



Table 1.3
Proposed Rates - Water
With \$3.5 Million Drawdown in FY 2012

	Existing	Proposed	Planned	Planned	Planned
	2011	2011	2012	2013	2014
	(2)	(2)	(3)	(4)	(5)
1 Outside to Inside Ratio	1.15	1.15	1.15	1.15	1.15
<u>Monthly Minimum Bills:</u>					
2 Residential	\$ 8.90	\$ 9.37	\$ 10.00	\$ 10.67	\$ 11.40
3 Non-Residential	12.15	12.79	13.65	14.57	15.56
<u>Residential:</u>					
4 1,001 - 10,000	\$ 2.99	\$ 3.15	\$ 3.36	\$ 3.59	\$ 3.83
5 Over 10,000	3.89	4.09	4.37	4.67	4.98
<u>Non-Residential:</u>					
6 Over 1,000	\$ 3.40	\$ 3.58	\$ 3.82	\$ 4.08	\$ 4.35
<u>Sprinkler Meters:</u>					
7 Over 1,000	\$ 4.30	\$ 4.53	\$ 4.83	\$ 5.16	\$ 5.51
8 From Monthly Minimum Bill	\$ 1,191,758	\$ 1,254,325	\$ 1,358,191	\$ 1,470,364	\$ 1,591,492
9 From Volume Rates	3,766,117	3,963,838	4,278,314	4,617,180	4,982,304
10 Total Revenues Generated	\$ 4,957,875	\$ 5,218,163	\$ 5,636,505	\$ 6,087,544	\$ 6,573,797
11 Avg. Res. Mon. Bill @ 8,000 Gallons	\$ 29.83	\$ 31.40	\$ 33.52	\$ 35.78	\$ 38.19
12 Monthly Difference- \$	N/A	1.57	2.12	2.26	2.41
13 Monthly Difference- %	N/A	5.3%	6.7%	6.7%	6.7%
14 Avg. Commercial 1 Inch Mon. Bill @ 27,000 Gallons	\$ 100.55	\$ 105.83	\$ 112.97	\$ 120.60	\$ 128.74
15 Monthly Difference- \$	N/A	5.28	7.14	7.63	8.14
16 Monthly Difference- %	N/A	5.2%	6.8%	6.7%	6.7%
17 Avg. Sprinkler 2 Inch Mon. Bill @ 60,000 Gallons	\$ 265.85	\$ 279.81	\$ 298.69	\$ 318.86	\$ 340.38
18 Monthly Difference- \$	N/A	13.96	18.89	20.16	21.52
19 Monthly Difference- %	N/A	5.2%	6.7%	6.8%	6.7%
20 Avg. Industrial 3/4 Inch Mon. Bill @ 300,000 Gallon	\$ 1,028.75	\$ 1,082.76	\$ 1,155.85	\$ 1,233.87	\$ 1,317.15
21 Monthly Difference- \$	N/A	54.01	73.09	78.02	83.29
22 Monthly Difference- %	N/A	5.3%	6.8%	6.7%	6.7%

City of Wylie, Texas

Update of Water & Wastewater Rates



Table 1.4
Proposed Rates - Wastewater
With \$3.5 Million Drawdown in FY 2012

	Existing	Proposed	Planned	Planned	Planned	Planned
	2011	2011	2012	2013	2014	2015
	(2)	(2)	(3)	(4)	(5)	(6)
1 Outside to Inside Ratio	-	-	-	-	-	-
Monthly Minimum Bills:						
2 Residential & Multi-Family Includes	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
3 Residential	\$ 27.00	\$ 28.31	\$ 30.09	\$ 31.98	\$ 34.01	\$ 36.17
4 Multi-Family	27.00	28.31	30.09	31.98	34.01	36.17
5 Commercial	21.50	22.63	24.16	25.79	27.53	29.39
6 East Fork Residential	27.00	28.31	30.09	31.98	34.01	36.17
7 East Fork Seniors	20.00	20.95	22.22	23.59	25.05	26.60
8 East Fork Commercial	21.50	22.63	24.16	25.79	27.53	29.39
9 Northeast Residential	27.00	28.31	30.09	31.98	34.01	36.17
10 Northeast Seniors	20.00	20.95	22.22	23.59	25.05	26.60
11 Northeast Commercial	21.50	22.63	24.16	25.79	27.53	29.39
Volumetric Rates:						
12 Residential	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Multi-Family	-	-	-	-	-	-
14 Commercial	1.82	1.92	2.04	2.18	2.33	2.49
15 East Fork SUD Residential	-	-	-	-	-	-
16 East Fork SUD Seniors	-	-	-	-	-	-
17 East Fork SUD Commercial	1.57	1.65	1.76	1.88	2.01	2.15
18 Northeast SUD Residential	-	-	-	-	-	-
19 Northeast SUD Seniors	-	-	-	-	-	-
20 Northeast SUD Commercial	1.57	1.65	1.76	1.88	2.01	2.15
21 From Monthly Minimum Bill	\$ 4,128,722	\$ 4,345,480	\$ 4,706,212	\$ 5,095,845	\$ 5,516,635	\$ 5,971,013
22 From Volume Rates	248,068	261,091	278,715	297,528	317,611	339,050
23 Total Revenues Generated	\$ 4,376,790	\$ 4,606,571	\$ 4,984,927	\$ 5,393,373	\$ 5,834,246	\$ 6,310,063
24 Change in Revenues->		5.2%	6.8%	6.7%	6.7%	6.8%
25 Avg. Res. Mon. Bill @ 8,000 Gallons	\$ 27.00	\$ 28.31	\$ 30.09	\$ 31.98	\$ 34.01	\$ 36.17
26 Monthly Difference- \$	N/A	1.31	1.78	1.90	2.02	2.16
27 Monthly Difference- %	N/A	4.9%	6.3%	6.3%	6.3%	6.4%
28 Avg. Commercial 1 Inch Mon. Bill @ 27,000 Gallons	\$ 68.82	\$ 72.43	\$ 77.32	\$ 82.54	\$ 88.11	\$ 94.06
29 Monthly Difference- \$	N/A	3.61	4.89	5.22	5.57	5.95
30 Monthly Difference- %	N/A	5.3%	6.7%	6.7%	6.8%	6.8%
31 Avg. Industrial 3/4 Inch Mon. Bill @ 300,000 Gallon	\$ 565.68	\$ 595.38	\$ 635.57	\$ 678.47	\$ 724.26	\$ 773.15
32 Monthly Difference- \$	N/A	29.70	40.19	42.90	45.80	48.89
33 Monthly Difference- %	N/A	5.3%	6.7%	6.7%	6.8%	6.7%

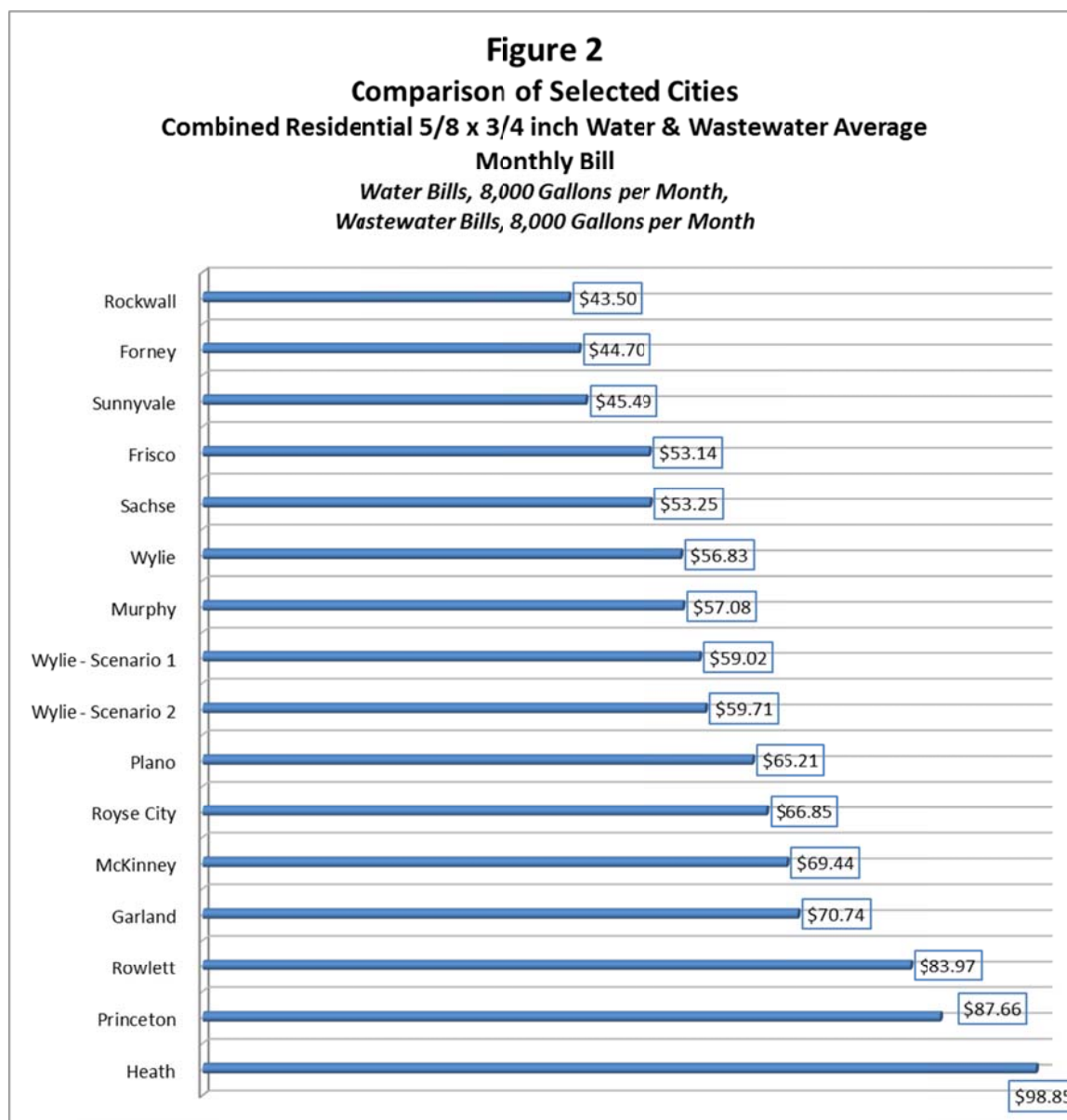
City of Wylie, Texas

Update of Water & Wastewater Rates



1.5. BENCHMARKING WITH OTHER CITIES:

Figure 2 illustrates how the average residential water and wastewater bills compare with area cities:



SECTION II:

IDENTIFY REVENUE REQUIREMENTS



SECTION II: IDENTIFY REVENUE REQUIREMENTS

2.1. PURPOSE OF THIS SECTION:

A ten-year financial plan has been created for the water and wastewater fund using a “bottom-up” approach. Highlights of the City’s water and wastewater costs over the planning period are presented in this section. Salaries have been supported by staffing tables. Operating and maintenance costs have been calculated in considerable detail.

2.2. KEY COST OF SERVICE ASSUMPTIONS:

Water and wastewater costs were projected for the period FY 2011 through FY 2019, based on the adopted FY 2011 budget. We believe the underlying assumptions that drive the cost of service through the FY 2019 provide a reasonable basis for management’s forecast. However, some assumptions inevitably will not materialize as presented and anticipated events and circumstances may not occur; therefore, the actual results achieved during the forecast periods will vary from the forecast, and the variances may be material. These financial projections were based on the following essential assumptions:

- Growth;
- Additional staffing;
- Inflation;

City of Wylie, Texas

Update of Water & Wastewater Rates



- **2.2.1. Growth assumptions.** There is no assumption more critical than the growth assumptions that drive the financial plan. Table 2.1 shows the number of water meters that will be added per year. Table 2.2 shows the number of wastewater connections that will be added per year.

Table 2.1
Key Findings
Growth - Water

Fiscal Year	Annual Additional Meters	Annual Billings		Annual Consumption Billed (Th. Gals.)	
2008	N/A	N/A	N/A	N/A	N/A
2009	238	127,474	N/A	1,331,863	N/A
2010	160	129,394	1.5%	1,213,256	-8.9%
2011	160	131,314	1.5%	1,227,808	1.2%
2012	160	133,234	1.5%	1,242,360	1.2%
2013	160	135,154	1.4%	1,256,911	1.2%
2014	160	137,074	1.4%	1,271,463	1.2%
2015	160	138,994	1.4%	1,286,015	1.1%
2016	160	140,914	1.4%	1,300,566	1.1%
2017	160	142,834	1.4%	1,315,118	1.1%
2018	160	144,754	1.3%	1,329,670	1.1%
2019	160	146,674	2.7%	1,344,221	2.2%

Table 2.2
Key Findings
Growth - Water Billed for Wastewater

Fiscal Year	Annual Additional Meters	Annual Billings		Annual Consumption Billed (Th. Gals.)	
2008	N/A	N/A	N/A	N/A	N/A
2009	222	153,030	N/A	1,232,717	N/A
2010	200	155,430	1.6%	1,127,583	-8.5%
2011	200	157,830	1.5%	1,145,760	1.6%
2012	200	160,230	1.5%	1,163,938	1.6%
2013	200	162,630	1.5%	1,182,116	1.6%
2014	200	165,030	1.5%	1,200,293	1.5%
2015	200	167,430	1.5%	1,218,471	1.5%
2016	200	169,830	1.4%	1,236,648	1.5%
2017	200	172,230	1.4%	1,254,826	1.5%
2018	200	174,630	1.4%	1,273,004	1.4%
2019	200	177,030	2.8%	1,291,181	2.9%

- **2.2.2. Additional staffing.** Table 2.3 illustrates the projected staffing levels over the next ten years.

Table 2.3
Existing & Projected Operating & Maintenance Costs
Staffing Levels

Fiscal Year	Utility Admin 5711	Water Dist. 5712	Engineering 5713	Sewer Collection 5714	Utility Billing 5715	Total Staffing
2009	7.00	11.00	4.00	4.00	6.00	N/A
2010	7.00	11.00	4.00	4.00	6.00	32.00
2011	3.00	11.00	3.00	4.00	6.00	27.00
2012	4.00	11.00	4.00	5.00	7.00	31.00
2013	4.00	11.00	4.00	5.00	7.00	31.00
2014	4.00	11.00	4.00	5.00	7.00	31.00
2015	5.00	11.00	4.00	6.00	7.00	33.00
2016	5.00	11.00	4.00	6.00	7.00	33.00
2017	5.00	11.00	4.00	6.00	8.00	34.00
2018	6.00	11.00	4.00	7.00	8.00	36.00
2019	6.00	11.00	4.00	7.00	8.00	36.00

Staffing assumptions were provided by the City of Wylie

City of Wylie, Texas

Update of Water & Wastewater Rates



- **2.2.3. Salaries & Benefits.** Salaries were increased annually using expenditure drivers of 5%, based on the FY 2011 budget. Medical insurance was increased annually at 7.5%. Other benefits were increased as a ratio of salaries.

Table 2.4
Existing & Projected Operating & Maintenance Costs
Salaries & Benefits

Fiscal Year	Utility Admin 5711	Water Dist. 5712	Engineering 5713	Sewer Collection 5714	Utility Billing 5715	Total	% Incr.
2009	\$ 497,726	\$ 671,234	\$ 370,391	\$ 269,737	\$ 294,592	\$ 2,103,680	N/A
2010	495,265	704,786	391,170	286,310	321,643	2,199,174	4.5%
2011	267,424	634,977	326,466	302,786	331,749	1,863,402	-15.3%
2012	342,283	666,726	357,930	380,690	403,802	2,151,431	15.5%
2013	359,397	700,062	375,827	399,724	423,993	2,259,003	5.0%
2014	377,366	735,065	394,618	419,711	445,192	2,371,953	5.0%
2015	467,414	771,819	414,349	513,429	467,452	2,634,462	11.1%
2016	490,785	810,409	435,067	539,100	490,824	2,766,186	5.0%
2017	515,324	850,930	456,820	566,055	586,949	2,976,079	7.6%
2018	623,489	893,476	479,661	678,555	616,297	3,291,479	10.6%
2019	654,664	938,150	503,644	712,483	647,112	3,456,053	5.0%
<i>Percentage Increase FY 2010 - FY 2019-></i>						\$ 1,256,879	57.2%

City of Wylie, Texas Update of Water & Wastewater Rates



- **2.2.4. NTMWD water purchase costs.** We have assumed the rate per thousand gallons charged by the North Texas Municipal Water District will increase as follows:

Table 2.5
Existing & Projected Operating & Maintenance Costs
Water Purchases from NTMWD

Fiscal Year	Planned Annual Consumption			Take-or-Pay Minimum	NTMWD Annual Charges	% Change
	Take-or-Pay Minimum	Actual & Planned Usage (000's)	Amount Over/(Under) Minimum			
2009	1,721,763	1,503,570	(218,193)	\$ 1.18	\$1,931,462	5.9%
2010	1,721,763	1,369,672	(352,091)	1.25	2,066,680	7.0%
2011	1,721,763	1,386,100	(335,663)	1.37	2,066,680	0.0%
2012	1,721,763	1,402,528	(319,235)	1.52	2,428,731	17.5%
2013	1,721,763	1,418,955	(302,808)	1.65	2,647,112	9.0%
2014	1,721,763	1,435,383	(286,380)	1.78	2,875,727	8.6%
2015	1,721,763	1,451,811	(269,952)	1.83	2,967,259	3.2%
2016	1,721,763	1,468,238	(253,525)	1.88	3,059,447	3.1%
2017	1,721,763	1,484,666	(237,097)	1.93	3,152,293	3.0%
2018	1,721,763	1,501,094	(220,669)	1.98	3,245,796	3.0%
2019	1,721,763	1,517,521	(204,242)	2.03	3,339,955	2.9%

Note - the increases projected in the rate per th. gallons are based on a presentation by NTMWD management last year.

City of Wylie, Texas

Update of Water & Wastewater Rates



Table 2.6 illustrates that the effective cost per 1,000 gallons paid to the NTMWD is significantly higher, due to the take-or-pay provision of the NTMWD agreement.

Table 2.6
Existing & Projected Operating & Maintenance Costs
Calculation of Incremental Increase in NTMWD Water
Purchase Cost per Th. Gallons

Fiscal Year	Actual & Projected NTMWD Water Purchase Costs	÷	Actual & Projected Annual Volume Billed (Th. Gals.)	=	Effective Average Water Purchase Cost/ Th. Gals.	=	Incremental Increase Average Cost/ Th. Gals.
	From Table 2.5		From Table 2.1				Supports Table 3.3
2009	\$ 1,931,462	÷	1,331,863	=	\$ 1.45	=	N/A
2010	2,066,680	÷	1,213,256	=	1.70	=	0.25
2011	2,066,680	÷	1,227,808	=	1.68	=	(0.02)
2012	2,428,731	÷	1,242,360	=	1.95	=	0.27
2013	2,647,112	÷	1,256,911	=	2.11	=	0.15
2014	2,875,727	÷	1,271,463	=	2.26	=	0.16
2015	2,967,259	÷	1,286,015	=	2.31	=	0.05
2016	3,059,447	÷	1,300,566	=	2.35	=	0.05
2017	3,152,293	÷	1,315,118	=	2.40	=	0.04
2018	3,245,796	÷	1,329,670	=	2.44	=	0.04
* 2019	3,339,955	÷	1,344,221	=	2.48	=	0.04

- **2.2.5. NTMWD wastewater treatment costs.** Tables 2.7 – 2.9 illustrate the assumptions used to forecast the wastewater treatment costs.

Table 2.7
Existing & Projected Operating & Maintenance Costs
NTMWD Muddy Creek Wastewater Treatment Plant

Fiscal Year	Muddy Creek WWTP Costs	÷	Muddy Creek Flow (000's)	=	Average Cost per Th. Gallons	=	Inflated at 3% Per Year	x	Planned WWTP Flow (000's)	=	Planned Muddy Creek WWTP Costs	% Incr.
2009	N/A											
2010	\$ 2,975,786	÷	2,259,974	=	\$ 1.32							
2011	3,030,318	÷	2,327,773	=	1.30							1.8%
2012						\$	1.34	x	2,364,704	=	\$ 3,170,747	4.6%
2013							1.38	x	2,401,635	=	3,316,875	4.6%
2014							1.42	x	2,438,564	=	3,468,914	4.6%
2015							1.47	x	2,475,496	=	3,627,093	4.6%
2016							1.51	x	2,512,425	=	3,791,637	4.5%
2017							1.55	x	2,549,356	=	3,962,793	4.5%
2018							1.60	x	2,586,287	=	4,140,806	4.5%
2019							1.65	x	2,623,216	=	4,325,930	4.5%
Percentage Increase FY 2010 - FY 2019->												45.4%



Table 2.8
Existing & Projected Operating & Maintenance Costs
NTMWD Muddy Creek Interceptor

Fiscal Year	Muddy Creek Interceptor Costs	÷	Muddy Creek Flow (000's)	=	Average Cost per Th. Gallons	=	Inflated at 3% Per Year	x	Planned Interceptor Flow (000's)	=	Planned Muddy Creek Interceptor Costs	% Incr.
2009	N/A											
2010	\$ 182,212	÷	2,259,974	=	\$ 0.08							
2011	189,507	÷	2,327,773	=	0.08							4.0%
2012						\$ 0.08	x	2,364,704	=	\$ 198,289		4.6%
2013						0.09	x	2,401,635	=	207,427		4.6%
2014						0.09	x	2,438,564	=	216,935		4.6%
2015						0.09	x	2,475,496	=	226,827		4.6%
2016						0.09	x	2,512,425	=	237,118		4.5%
2017						0.10	x	2,549,356	=	247,821		4.5%
2018						0.10	x	2,586,287	=	258,954		4.5%
2019						0.10	x	2,623,216	=	270,531		4.5%
Percentage Increase FY 2010 - FY 2019->												48.5%

Table 2.9
Existing & Projected Operating & Maintenance Costs
Recap of Wastewater Treatment Costs

Fiscal Year	Muddy Creek WWTP Costs	Muddy Creek Interceptor Costs					% Incr.
	From Table 2.7	From Table 2.8	Wylie WWTP Costs	Pretreatment Costs	Adjustment	Total	
2009	N/A	N/A	N/A	N/A	N/A	\$ 3,416,478	N/A
2010	2,975,786	182,212	36,485	56,095	143,687	3,394,265	-0.7%
2011	3,030,318	189,507	33,090	58,944	82,406	3,394,265	0.0%
2012	3,170,747	198,289	34,083	60,712	-	3,463,831	2.0%
2013	3,316,875	207,427	35,105	62,534	-	3,621,941	4.6%
2014	3,468,914	216,935	36,158	64,410	-	3,786,417	4.5%
2015	3,627,093	226,827	37,243	66,342	-	3,957,505	4.5%
2016	3,791,637	237,118	38,360	68,332	-	4,135,447	4.5%
2017	3,962,793	247,821	39,511	70,382	-	4,320,508	4.5%
2018	4,140,806	258,954	40,697	72,494	-	4,512,950	4.5%
2019	4,325,930	270,531	41,917	74,668	-	4,713,046	4.4%
Percentage Increase FY 2010 - FY 2019->						\$ 1,318,781	38.9%

City of Wylie, Texas

Update of Water & Wastewater Rates



Table 2.10 Existing & Projected Operating & Maintenance Costs Calculation of NTMWD Incremental Wastewater Increase in Cost per Th. Gallons						
Fiscal Year		Actual & Projected NTMWD Wastewater Treatment Costs	÷	Actual & Projected Annual Volume Billed (Th. Gals.)	=	Effective Average Waste-Water Treatment Cost/ Th. Gals. = Incremental Increase Average Cost/ Th. Gals.
		<u>From Table 2.9</u>		<u>From Table 2.2</u>		
2009	\$	3,416,478	÷	1,232,717	=	\$ 2.77 = N/A
2010		3,394,265	÷	1,127,583	=	3.01 = 0.24
2011		3,394,265	÷	1,145,760	=	2.96 = (0.05)
2012		3,463,831	÷	1,163,938	=	2.98 = 0.01
2013		3,621,941	÷	1,182,116	=	3.06 = 0.09
2014		3,786,417	÷	1,200,293	=	3.15 = 0.09
2015		3,957,505	÷	1,218,471	=	3.25 = 0.09
2016		4,135,447	÷	1,236,648	=	3.34 = 0.10
2017		4,320,508	÷	1,254,826	=	3.44 = 0.10
2018		4,512,950	÷	1,273,004	=	3.55 = 0.10
2019		4,713,046	÷	1,291,181	=	3.65 = 0.11
Note - the effective increase in the average cost per thousand gallons.						

- **2.2.6. Other Operating & Maintenance Costs.** Most other operating and maintenance costs were driven by an annual inflation factor of 3%.

Table 2.11
Key Findings
Recap of Operating Department Cost
Utility Administration (5711)

Fiscal Year	Salaries & Benefits	Supplies	Materials For Maint.	Contractural Services	Total	% Change
	From Table 2.4				Supports Table 2.18	
2009	\$ 497,726	\$ 3,907	\$ 200	\$ 20,327	522,160	3.0%
2010	495,265	5,200	200	69,100	569,765	9.1%
2011	267,424	5,200	200	44,450	317,274	-44.3%
2012	342,283	5,356	206	45,784	393,628	24.1%
2013	359,397	5,517	212	47,157	412,283	4.7%
2014	377,366	5,682	219	48,572	431,839	4.7%
2015	467,414	5,853	225	50,029	523,521	21.2%
2016	490,785	6,028	232	51,530	548,575	4.8%
2017	515,324	6,209	239	53,076	574,848	4.8%
2018	623,489	6,395	246	54,668	684,798	19.1%
2019	654,664	6,587	253	56,308	717,812	4.8%

Table 2.12
Key Findings
Recap of Operating Department Cost
Water Distribution (5712)

Fiscal Year	Salaries & Benefits	Supplies	Materials For Maint.	Contractual Services	Capital Outlay	Total	% Change
	From Table 2.4					Supports Table 2.18	
2009	\$ 671,234	\$ 21,150	\$ 81,990	\$ 227,023	\$ 9,985	1,011,381	-4.1%
2010	704,786	40,800	99,700	254,700	10,000	1,109,986	9.7%
2011	634,977	42,375	99,700	258,700	13,000	1,048,752	-5.5%
2012	666,726	43,646	102,691	266,461	13,390	1,092,914	4.2%
2013	700,062	44,956	105,772	274,455	13,792	1,139,036	4.2%
2014	735,065	46,304	108,945	282,688	14,205	1,187,208	4.2%
2015	771,819	47,693	112,213	291,169	14,632	1,237,526	4.2%
2016	810,409	49,124	115,580	299,904	15,071	1,290,088	4.2%
2017	850,930	50,598	119,047	308,901	15,523	1,344,999	4.3%
2018	893,476	52,116	122,618	318,168	15,988	1,402,367	4.3%
2019	938,150	53,679	126,297	327,713	16,468	1,462,308	4.3%

Table 2.13
Key Findings
Recap of Operating Department Cost
Engineering (5713)

Fiscal Year	Salaries & Benefits	Supplies	Materials For Maint.	Contractural Services	Capital Outlay	Total	% Change
	From Table 2.4					Supports Table 2.18	
2009	\$ 370,391	\$ 5,183	\$ 129	\$ 50,443	\$ 308	426,455	0.8%
2010	391,170	12,050	1,100	84,750	-	489,070	14.7%
2011	326,466	18,050	12,750	52,750	25,000	435,016	-11.1%
2012	357,930	18,592	13,133	52,273	25,750	467,677	7.5%
2013	375,827	19,149	13,526	53,841	26,523	488,866	4.5%
2014	394,618	19,724	13,932	55,456	27,318	511,048	4.5%
2015	414,349	20,315	14,350	57,120	28,138	534,272	4.5%
2016	435,067	20,925	14,781	58,833	28,982	558,587	4.6%
2017	456,820	21,553	15,224	60,598	29,851	584,046	4.6%
2018	479,661	22,199	15,681	62,416	30,747	610,704	4.6%
2019	503,644	22,865	16,151	64,289	31,669	638,618	4.6%

Table 2.14
Key Findings
Recap of Operating Department Cost
Sewer Collection (5714)

Fiscal Year	Salaries & Benefits	Supplies	Materials For Maint.	Contractural Services	Total	% Change
	From Table 2.4				Supports Table 2.18	
2009	\$ 269,737	\$ 16,131	\$ 98,565	\$ 109,752	494,185	8.8%
2010	286,310	24,400	71,650	118,300	500,660	1.3%
2011	302,786	27,590	69,150	117,100	635,126	26.9%
2012	380,690	28,418	71,225	120,613	723,000	13.8%
2013	399,724	29,270	73,361	124,231	752,304	4.1%
2014	419,711	30,148	75,562	127,958	782,868	4.1%
2015	513,429	31,053	77,829	131,797	887,481	13.4%
2016	539,100	31,984	80,164	135,751	924,374	4.2%
2017	566,055	32,944	82,569	139,824	962,887	4.2%
2018	678,555	33,932	85,046	144,018	1,087,292	12.9%
2019	712,483	34,950	87,597	148,339	1,133,481	4.2%

Table 2.15
Key Findings
Recap of Operating Department Cost
Utility Billing (5715)

Fiscal Year	Salaries & Benefits	Supplies	Materials For Maint.	Contractural Services	Capital Outlay	Total	% Change
	From Table 2.4					Supports Table 2.18	
2009	\$ 294,592	\$ 10,537	\$ 13,916	\$ 102,916	\$56,659	478,621	-22.3%
2010	321,643	15,054	15,130	187,690	26,500	566,017	18.3%
2011	331,749	16,654	16,294	187,990	26,500	579,187	2.3%
2012	403,802	17,154	16,783	193,630	27,295	658,664	13.7%
2013	423,993	17,668	17,286	199,439	28,114	686,500	4.2%
2014	445,192	18,198	17,805	205,422	28,957	715,574	4.2%
2015	467,452	18,744	18,339	211,584	29,826	745,945	4.2%
2016	490,824	19,307	18,889	217,932	30,721	777,673	4.3%
2017	586,949	19,886	19,456	224,470	31,642	882,403	13.5%
2018	616,297	20,482	20,040	231,204	32,592	920,614	4.3%
2019	647,112	21,097	20,641	238,140	33,569	960,559	4.3%



City of Wylie, Texas

Update of Water & Wastewater Rates

- **2.2.7. Non-operating costs.** The following tables illustrate the other non-operating costs that are incorporated into the financial plan.
- **2.2.8. Existing and planned debt.** The following tables show the principal and interest payments incorporated into the cost of service.

Table 2.16
Key Findings
Components of Non-Departmental Costs (5719)
Recap of Existing Water & Wastewater Debt Service Payments

Fiscal Year	PPFCO Series 2005	All Revenue Debt	All GO Debt	All Combo Debt	Fiscal Fees	Total
						Supports Table 2.17
2009	-	-	-	-		\$ 582,293
2010	151,453	338,010	421,688	577,576	10,000	1,498,727
2011	151,454	-	591,989	576,175	5,000	1,324,618
2012	151,454	-	598,400	579,275	5,000	1,334,129
2013	151,451	-	598,313	576,875	5,000	1,331,639
2014	151,453	-	612,013	578,975	5,000	1,347,441
2015	151,453	-	609,913	580,475	5,000	1,346,841
2016	75,727	-	391,713	576,475	5,000	1,048,915
2017	-	-	396,838	576,975	5,000	978,813
2018	-	-	293,025	576,875	5,000	874,900
2019	-	-	291,087	576,175	5,000	872,262

Table 2.17
Key Findings
Components of Non-Departmental Costs (5719)

Fiscal Year	NTMWD Water Costs	NTMWD Sewer Costs	Existing Debt	Transfer to General Fund	Funding of Pwks Building	All Other Non-Dept.	Total
	From Table 2.5	From Table 2.9	From Table 2.16				Supports Table 2.18
2009	\$ 1,931,462	\$ 3,416,478	\$ 582,293	\$ 450,000	\$ -	\$ 189,636	\$ 6,569,870
2010	2,066,680	3,394,265	1,498,727	450,000	-	151,910	7,561,582
2011	2,066,680	3,394,265	1,324,618	1,247,612	-	225,320	8,258,495
2012	2,428,731	3,463,831	1,334,129	1,676,997	3,500,000	232,080	12,635,768
2013	2,647,112	3,621,941	1,331,639	1,727,307	-	239,042	9,567,041
2014	2,875,727	3,786,417	1,347,441	1,779,126	-	246,213	10,034,925
2015	2,967,259	3,957,505	1,346,841	1,832,500	-	253,600	10,357,705
2016	3,059,447	4,135,447	1,048,915	1,887,475	-	261,208	10,392,492
2017	3,152,293	4,320,508	978,813	1,944,099	-	269,044	10,664,757
2018	3,245,796	4,512,950	874,900	2,002,422	-	277,115	10,913,183
2019	3,339,955	4,713,046	872,262	2,062,495	-	285,429	11,273,187

City of Wylie, Texas
Update of Water & Wastewater Rates



Table 2.18
Recap of the Gross Cost of Service

Fiscal Year	Utility Admin 5711	Water Dist. 5712	Engineering 5713	Sewer Collection 5714	Utility Billing 5715	Non-Dept 5719	Total	% Incr.
	From Table 2.11	From Table 2.12	From Table 2.13	From Table 2.14	From Table 2.15	From Table 2.17	Supports Table 2.17	
2009	\$ 522,160	\$1,011,381	\$ 426,455	\$ 494,185	\$ 478,621	\$ 6,569,870	\$ 9,502,672	N/A
2010	569,765	1,109,986	489,070	500,660	566,017	7,561,582	10,797,080	13.6%
2011	317,274	1,048,752	435,016	635,126	579,187	8,258,495	11,273,850	4.4%
2012	393,628	1,092,914	467,677	723,000	658,664	12,635,768	15,971,651	41.7%
2013	412,283	1,139,036	488,866	752,304	686,500	9,567,041	13,046,029	-18.3%
2014	431,839	1,187,208	511,048	782,868	715,574	10,034,925	13,663,462	4.7%
2015	523,521	1,237,526	534,272	887,481	745,945	10,357,705	14,286,449	4.6%
2016	548,575	1,290,088	558,587	924,374	777,673	10,392,492	14,491,788	1.4%
2017	574,848	1,344,999	584,046	962,887	882,403	10,664,757	15,013,939	3.6%
2018	684,798	1,402,367	610,704	1,087,292	920,614	10,913,183	15,618,959	4.0%
2019	717,812	1,462,308	638,618	1,133,481	960,559	11,273,187	16,185,966	3.6%
<i>Percentage Increase FY 2010 - FY 2019-></i>							\$ 5,388,886	49.9%

City of Wylie, Texas

Update of Water & Wastewater Rates



- **2.2.9. Revenue offsets.** The following tables illustrate the projection of the non-rate revenues. Note – these revenues are used to reduce the revenues required from rates.

Table 2.19
Key Findings
Recap of Revenue Offsets - Service Charges

Fiscal Year	Weekend Inspection Fees (44315)	Penalties (44515)	Water Tap Fees (44516)	Sewer Tap Fees (44517)	Turn On/ Turn Off Fees (44518)	Water Sales Bulk (44519)	Utility Pre-Treatment Fees (44520)	Total
								Supports Table 2.21
2009	1,000	163,618	54,245	6,220	62,275	16,184	38,654	342,196
2010	9,000	160,000	45,000	6,000	60,000	20,000	40,000	340,000
2011	9,000	160,000	45,000	10,000	60,000	10,000	45,000	339,000
2012	9,000	170,544	45,658	10,146	60,877	10,146	45,658	352,030
2013	9,000	181,754	46,316	10,292	61,755	10,292	46,316	365,725
2014	9,000	193,671	46,974	10,439	62,632	10,439	46,974	380,128
2015	9,000	206,339	47,632	10,585	63,509	10,585	47,632	395,281
2016	9,000	221,369	48,290	10,731	64,386	10,731	48,290	412,797
2017	9,000	232,979	48,948	10,877	65,264	10,877	48,948	426,893
2018	9,000	240,450	49,606	11,024	66,141	11,024	49,606	436,849
2019	9,000	249,342	50,264	11,170	67,018	11,170	50,264	448,227

Table 2.20
Key Findings
Recap of Revenue Offsets - All Other Revenue Offsets

Fiscal Year	Interest Income	Misc.	Impact Fees	Transfer From Fleet Fund	Contributions Sewer	Total
						Supports Table 2.21
2009	\$ 191,389	\$ 539,801	\$ 1,500,000	\$ -	\$ 51,500	\$ 2,282,689
2010	30,000	30,000	1,500,000	-	-	1,560,000
2011	30,000	35,000	1,500,000	241,440	-	1,806,440
2012	30,000	30,000	-	-	-	60,000
2013	30,000	30,000	-	-	-	60,000
2014	30,000	30,000	-	-	-	60,000
2015	30,000	30,000	-	-	-	60,000
2016	30,000	30,000	-	-	-	60,000
2017	30,000	30,000	-	-	-	60,000
2018	30,000	30,000	-	-	-	60,000
2019	30,000	30,000	-	-	-	60,000



Table 2.21
Existing & Projected
Total Sources of Funds

	Water		Waste- Water		Non- Rate	Non- Rate	Total Sources
	Revenues Generated		Revenues Generated		Operating Revenue	Operating Revenue	of Funds
Fiscal Year	From Rates		From Rates		From Table 2.19	From Table 2.20	Supports Table 2.22
2009	\$	4,858,817	\$	4,218,909	\$ 342,196	\$ 2,282,689	\$ 11,702,612
2010		4,899,029		4,316,790	340,000	1,560,000	11,115,818
2011		5,218,163		4,606,571	339,000	1,806,440	11,970,174
2012		5,636,505		4,984,927	354,460	60,000	11,035,893
2013		6,087,544		5,393,373	370,943	60,000	11,911,860
2014		6,573,797		5,834,246	388,527	60,000	12,856,570
2015		7,097,957		6,310,063	407,298	60,000	13,875,318
2016		7,465,516		6,647,752	421,269	60,000	14,594,537
2017		7,775,637		6,935,029	433,483	60,000	15,204,150
2018		8,097,646		7,233,560	446,075	60,000	15,837,281
2019		8,431,972		7,543,761	459,057	60,000	16,494,791

Table 2.22
Key Findings
Recap of the Sources & Uses of Funds

Fiscal Year	Beginning Operating Reserve Balance	Total Sources of Funds From Table 2.21	Less Gross Cost of Service From Table 2.18	Equals Sources Minus Uses of Funds	Equals Ending Balance
2009	\$ 15,477,878	\$ 11,702,612	\$ (9,502,672)	\$ 2,199,940	\$ 16,264,529
2010	9,820,167	11,115,818	(10,797,080)	318,739	10,138,906
2011	10,138,905	11,970,174	(11,273,850)	696,324	10,835,230
2012	10,835,230	11,035,893	(15,971,651)	(4,935,758)	5,899,472
2013	5,899,472	11,911,860	(13,046,029)	(1,134,168)	4,765,303
2014	4,765,303	12,856,570	(13,663,462)	(806,893)	3,958,411
2015	3,958,411	13,875,318	(14,286,449)	(411,132)	3,547,279
2016	3,547,279	14,594,537	(14,491,788)	102,749	3,650,028
2017	3,650,028	15,204,150	(15,013,939)	190,210	3,840,238
2018	3,840,238	15,837,281	(15,618,959)	218,322	4,058,560
2019	4,058,560	16,494,791	(16,185,966)	308,825	4,367,385

APPENDIX A:

SUPPORTING WORKSHEETS



City of Wylie, Texas

Update of Water & Wastewater Rates



*

Worksheet 1										
Financial Summary - Combined Water & Wastewater										
With \$3.5 Million Drawdown										
	Revised	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Beginning Working Capital Reserve	\$ 9,820,167	\$ 10,138,905	\$ 10,835,230	\$ 5,899,472	\$ 4,765,303	\$ 3,958,411	\$ 3,547,279	\$ 3,650,028	\$ 3,840,238	\$ 4,058,560
Water Sales	\$ 4,899,029	\$ 5,218,163	\$ 5,636,505	\$ 6,087,544	\$ 6,573,797	\$ 7,097,957	\$ 7,465,516	\$ 7,775,637	\$ 8,097,646	\$ 8,431,972
Sewer Treatment	4,316,790	4,606,571	4,984,927	5,393,373	5,834,246	6,310,063	6,647,752	6,935,029	7,233,560	7,543,761
Bulk Water Sales	20,000	10,000	10,146	10,292	10,439	10,585	10,731	10,877	11,024	11,170
Penalties	160,000	160,000	172,975	186,972	202,070	218,355	229,841	239,569	249,675	260,172
All Other Service Fees	160,000	169,000	171,339	173,679	176,018	178,358	180,697	183,037	185,376	187,715
Interest Income	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Miscellaneous Income	30,000	35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Transfer from Impact Fee Fund	1,500,000	1,500,000	-	-	-	-	-	-	-	-
Transfer from Fleet Fund	-	241,440	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-
Service Fees	\$ 11,115,818	\$ 11,970,174	\$ 11,035,893	\$ 11,911,860	\$ 12,856,570	\$ 13,875,318	\$ 14,594,537	\$ 15,204,150	\$ 15,837,281	\$ 16,494,791
Utility Administration (5711)	\$ 569,765	\$ 317,274	\$ 393,628	\$ 412,283	\$ 431,839	\$ 523,521	\$ 548,575	\$ 574,848	\$ 684,798	\$ 717,812
Water Distribution (5712)	1,109,986	1,048,752	1,092,914	1,139,036	1,187,208	1,237,526	1,290,088	1,344,999	1,402,367	1,462,308
Engineering (5713)	489,070	435,016	467,677	488,866	511,048	534,272	558,587	584,046	610,704	638,618
Sewer Collection (5714)	500,660	635,126	723,000	752,304	782,868	887,481	924,374	962,887	1,087,292	1,133,481
Utility Billing (5715)	566,017	579,187	658,664	686,500	715,574	745,945	777,673	882,403	920,614	960,559
NTMWD - Water Purchases	2,066,680	2,066,680	2,428,731	2,647,112	2,875,727	2,967,259	3,059,447	3,152,293	3,245,796	3,339,955
NTMWD - Sewer Treatment	3,394,265	3,394,265	3,463,831	3,621,941	3,786,417	3,957,505	4,135,447	4,320,508	4,512,950	4,713,046
All Other O&M Expenditures	151,910	225,320	232,080	239,042	246,213	253,600	261,208	269,044	277,115	285,429
Total Operating Expenditures	\$ 8,848,353	\$ 8,701,620	\$ 9,460,525	\$ 9,987,083	\$ 10,536,895	\$ 11,107,109	\$ 11,555,398	\$ 12,091,027	\$ 12,741,637	\$ 13,251,209
Debt Service - Existing	\$ 1,498,727	\$ 1,324,618	\$ 1,334,129	\$ 1,331,639	\$ 1,347,441	\$ 1,346,841	\$ 1,048,915	\$ 978,813	\$ 874,900	\$ 872,262
Debt Service - Planned	-	-	3,500,000	-	-	-	-	-	-	-
Total Debt Service	\$ 1,498,727	\$ 1,324,618	\$ 4,834,129	\$ 1,331,639	\$ 1,347,441	\$ 1,346,841	\$ 1,048,915	\$ 978,813	\$ 874,900	\$ 872,262
Transfer to General Fund	\$ 450,000	\$ 1,247,612	\$ 1,676,997	\$ 1,727,307	\$ 1,779,126	\$ 1,832,500	\$ 1,887,475	\$ 1,944,099	\$ 2,002,422	\$ 2,062,495
Non-Operating Expenditures	\$ 450,000	\$ 1,247,612	\$ 1,676,997	\$ 1,727,307	\$ 1,779,126	\$ 1,832,500	\$ 1,887,475	\$ 1,944,099	\$ 2,002,422	\$ 2,062,495
Total Uses of Funds	\$ 10,797,080	\$ 11,273,850	\$ 15,971,651	\$ 13,046,029	\$ 13,663,462	\$ 14,286,449	\$ 14,491,788	\$ 15,013,939	\$ 15,618,959	\$ 16,185,966
Sources Minus Uses of Funds	\$ 318,738	\$ 696,324	\$ (4,935,758)	\$ (1,134,168)	\$ (806,893)	\$ (411,132)	\$ 102,749	\$ 190,210	\$ 218,322	\$ 308,825
Ending Working Capital Reserve	\$ 10,138,905	\$ 10,835,230	\$ 5,899,472	\$ 4,765,303	\$ 3,958,411	\$ 3,547,279	\$ 3,650,028	\$ 3,840,238	\$ 4,058,560	\$ 4,367,385
% of Operating Expenditures	94%	96%	37%	37%	29%	25%	25%	26%	26%	27%
Targeted Days of Operating Reserves	90	90	90	90	90	90	90	90	90	90
Days of Working Capital	343	351	173	133	106	91	92	93	95	98
<u>Revenue Increases Suggested:</u>										
Water	N/A	5.25%	6.75%	6.75%	6.75%	6.75%	4.00%	3.00%	3.00%	3.00%
Wastewater	N/A	5.25%	6.75%	6.75%	6.75%	6.75%	4.00%	3.00%	3.00%	3.00%
Overall Water & Wastewater	N/A	5.25%	6.75%	6.75%	6.75%	6.75%	4.00%	3.00%	3.00%	3.00%